



AGENDA
VILLAGE BOARD MEETING
RICHFIELD VILLAGE HALL
4128 HUBERTUS ROAD, HUBERTUS WISCONSIN
JULY 24, 2014
7:30 P.M.

1. Call to Order/ Roll Call
2. Verification of Compliance With Open Meeting Law
3. Pledge of Allegiance
4. PUBLIC COMMENTS (Public comments are an opportunity for citizens to voice concerns to the Board regarding ITEMS ON THE AGENDA ONLY. Public comments are not a public hearing and are typically a one way conversation from a citizen to the Board. Individual comments shall not exceed 3 minutes, with a total time limit of approximately 20 minutes. Unless part of a Public Hearing, handouts will not be accepted by the Village. Comments beyond 20 minutes will be moved to the end of the meeting at the discretion of the President.)
5. CONSENT AGENDA
 - a. Vouchers for Payment
 - b. Treasurer's Report
 - c. Meeting Minutes:
 - i. June 19, 2014 – Regular Meeting
 - d. New Operator Licenses
6. DISCUSSION/ACTION ITEMS
 - a. Discussion/Action regarding a CSM for Wittenberger Farms, LLC, 2.231ac parcel lot combination, generally located near the intersection of Pleasant Hill Road and Slinger Road, Tax Keys: V10-0166 and V10-0167
 - b. Discussion/Action regarding the Developer's Agreement for Lot 2 of a previously approved four lot Certified Survey Map located in the NW ¼ of the NE ¼, and the NE ¼ of the NE ¼ of Section 34, NMMR Investments #1, LLC
 - c. Discussion/Action regarding the acceptance of quotes for the 2014 crack filling program
 - d. Discussion/Action regarding the acceptance of quotes for the 2014 Village's Impact Fee Study
 - e. Discussion regarding 2015 Budgetary Process
7. PUBLIC COMMENTS (...continued)
8. ADJOURNMENT

Additional explanation of items on the agenda (Communication Forms) can be found on the village's website at www.richfieldwi.gov.

Notification of this meeting has been posted in accordance with the Open Meeting Laws of the State of Wisconsin. It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information; no action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made to the Village Clerk's office at 628-2260 or www.richfieldwi.gov with as much advance notice as possible.

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AFFIDAVIT OF POSTING

Pursuant to Sec. 985.02(2), Wis Stats., I, Margaret M. Runnells, being duly sworn, state as follows:

1. I am an adult resident of the State of Wisconsin, and I make this affidavit on personal knowledge.
2. I hereby certify that I posted a copy of the attached:

1) Village Board Agenda - 7/24/14

on Jul. 7/18/14 (date), 12:45 P.M. (time), at the Village posting locations, namely: on the outside bulletin board of the Village Hall located at 4128 Hubertus Road, Hubertus; on the outside bulletin board at the Hubertus Post Office located at 3695 Hubertus Road, Hubertus; on the outside bulletin board at the Richfield Post Office located at 1925 Hwy 175, Richfield; and on the outside bulletin board at the Colgate Post Office located at 3392 Hwy Q, Colgate.

Margaret M. Runnells
Signature

July 18, 2014
Date

Personally came before me this 18th day
of July 2014.

Kathleen M. Smith
Notary Public, State of Wisconsin
My commission expires July 29th 2017

I also certify that notice of such meeting(s) were sent via email to the West Bend Daily News, the Germantown Express News, the Hartford Times Press, and the Milwaukee Journal Sentinel.

Kathleen M. Smith
Signature

July 18th 2014
Date

I further certify that a copy has been posted to the Village website www.richfieldwi.gov.

Kathleen M. Smith
Signature

July 18th 2014
Date

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VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

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5

MEETING DATE: July 24, 2014

SUBJECT: Consent Agenda
DATE SUBMITTED: July 14, 2014
SUBMITTED BY: Jim Healy, Interim Village Administrator

ISSUE SUMMARY:

Included for your review are the Vouchers for Payment, the Village Board Minutes from June 19, 2014, new Operator Licenses, and Treasurer's Report.

FISCAL IMPACT:

REVIEWED BY:


Donna Jackson
Village Deputy Treasurer

Initial Project Costs: None
Future Ongoing Costs: None
Physical Impact (on people/space): None
Residual or Support/Overhead/Fringe Costs: None

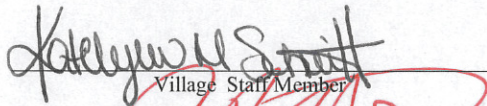
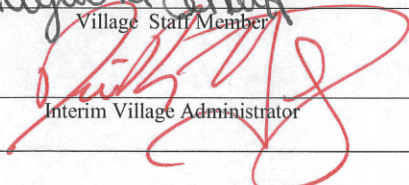
ATTACHMENTS:

1. Vouchers for Payment
2. Meeting Minutes
3. New Operator License List, Copy of Applications, Background Investigation Reports
4. Treasurer's Report

STAFF RECOMMENDATION:

Motion to approve the Vouchers for Payment, the Village Board Minutes from June 19, 2014, Treasurer's Report, new Operator's Licenses and to deny the Operator's License for Nathan Erdman.

APPROVED FOR SUBMITTAL BY:


Kelly Smith
Village Staff Member

Interim Village Administrator

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

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			VILLAGE OF RICHFIELD	July-14	
			*NEED VOUCHER APPROVAL		
CHECK #	PO#	DATE	PAYEE	AMOUNT	COMMENTS
			BATCH #1		
7699		6/17/14	HoneyCreek Homes Inc	2,000.00	Road Bond Refund
7700-7741			June Payables		Approved at June 19th Meeting
7742		6/20/14	US Cellular	397.11	Cell Phones
7743		6/20/14	Premium Waters Inc	35.99	Water/Water Cooler
7744		6/20/14	Richfield Vol Fire Dept	20.00	Refund for Unenclosed Premise Permit
7745		6/20/14	WI Dept of Financial Institutions	20.00	Application for Notary Public
7746		6/20/14	CNA Surety	30.00	Surety Bond for Notary Public
7747		6/24/14	Liesener Soils Inc	650.00	5 Ton Magic Mix
ACH		6/25/14	Employers Trust Fund	6,106.92	Retirement for May 2014
ACH		6/30/14	Village of Richfield P/R	16,524.23	BiWeekly Payroll
EFTPS		6/30/14	Electronic Federal Tax Payment	6,195.81	Fica/Fed Tax
7748-7749			See July Batch #2		
7750		6/30/14	WE Energies	1,616.24	Heat/Electric Bills
7751		6/30/14	Civi Tek Consulting	1,953.00	Planning Consultant
ACH		6/30/14	Postmaster	500.00	Postage
			TOTAL BATCH #1	36,049.30	Checks written the end of June 2014
	PO#		BATCH #2		
7748		7/1/14	NorthShore Leasing LLC	718.04	Lease (2) Cars
7749		7/1/14	Delta Dental	245.09	Dental Insurance (payroll deduction)
ACH		7/1/14	United Health Care	9,476.65	Health Insurance for July 2014
ACH		7/8/14	Postmaster	500.00	Postage
ACH		7/1/14	Wisconsin Deferred Comp	200.00	457 Plan (payroll deduction)
ACH		7/1/14	Village of Richfield P/R	2,045.24	Monthly Payroll
EFTPS		7/1/14	Electronic Federal Tax Payment	556.47	Fica/Fed Tax
ACH		7/1/14	Wisconsin Dept of Revenue	2,196.35	State Withholding Tax
7752		7/8/14	Neu's Building Center	778.96	Hwy/Park Supplies
7753-7756		7/8/14	Village of Richfield P/R	1,191.26	Quarterly Payroll

EFTPS		7/8/14	Electronic Federal Tax Payment	197.48	Fica/Fed Tax
7757		7/9/14	Richfield Vol Fire Dept	55,633.76	Fire Dues for 2013 (Pd for by State of Wisconsin)
7758		7/11/14	Washington County Clerk	684.09	Ballots
7759		7/11/14	Charter Communications	136.08	Broadband Connection
7760		7/11/14	A T & T	185.31	Phone Bill
7761		7/11/14	Postmaster	220.00	Presorted Permit Fee
7762		7/11/14	Waste Management of Milwaukee	724.81	Waste Disposal
7763		7/11/14	WI Dept of Justice	182.00	Criminal Investigations
7764		7/11/14	Mark Viehweg	350.00	Refund of CSM Fee
7765		7/11/14	Samantha Wiedmeyer	25.00	Refund of Park Rental Deposit
7766		7/11/14	Premium Waters Inc	39.98	Water Cooler/Water
7767		7/11/14	SF Labs	728.00	Well Samples
7768		7/11/14	WE Energies	2,194.80	Street Lighting
ACH		7/11/14	Capital One	1,749.85	Seminars/State Seals/Hwy Dept Supplies
ACH		7/14/14	Village of Richfield P/R	16,820.64	BiWeekly Payroll
EFTPS		7/14/14	Electronic Federal Tax Payment	6,289.52	Fica/Fed Tax
ACH		7/14/14	Wisconsin Deferred Comp	200.00	457 Plan (payroll deduction)
			TOTAL BATCH #2	104,269.38	Checks Written Beginning of July 2014
	PO#				
			BATCH #3		
			Arenz, Molter, Macy, Riffle & Larson	2,435.50	Attorney Fees
			Associated Appraisal Consultants Inc	3,958.33	Assessor Fees
	1-14006		Bubrick's Complete Office	35.96	Office Supplies
			Cinta's Corporation	598.68	Uniform Maintenance
			Civi Tek Consulting	1,526.00	Planning Consultant
			Conley Media LLC	279.35	Legal Notices
			Competitive Mailing Solutions LLC	57.85	Printing Cassette for Postage Meter
			GAI Consultants	6,564.43	Engineering Services
			Digital Edge	158.00	Printing Services
			Dominion Voting	175.25	Voting Equipment Maintenance/Software License
	2-14047		Falls Auto Parts	321.90	Parts
	3-14005		Hallman Lindsay	147.24	Athletic Paint
			Hopson Oil Inc	4,301.96	Gas/Diesel Fuel
			Houseman & Feind LLP	1,056.13	Attorney Fees
	2-14003		Imperial	207.40	Hwy Dept Supplies
			KerberRose SC	10,750.00	Audit Fee

		Kunkel Engineering Group	3,893.75	2014 Hwy Improvement Program/Space Needs Analysis
	2-14032	Lakeside International LLC	176.56	Parts for Truck #12
		Lange Enterprises	90.60	(2) Signs
		TOTAL BATCH #3	36,734.89	
	PO#	BATCH #4		
	2-14005	Menards	319.87	Hardware Supplies
	3-14016	Mid-State Equipment	29.36	Sensor for JD 4720 Tractor
	1-14001	Minuteman Press	175.02	Envelopes
	2-14077	Northern Safety & Industrial	105.31	Gloves
		Northern Asphalt Products Inc	42.50	Pail of Tack/Emulsion
		Office Copying Equipment	338.71	Copier Meter Plan
		Ontech Systems Inc	1,297.20	Computer Support
		Payne and Dolan Inc	194.82	Asphalt
		Port A John	378.00	Metro Rental
	2-14079	Praxair	87.40	Tank of Stargon Gas
	1-14002	Quill	178.03	Office Supplies
		Richfield Vol Fire Dept	38,075.64	Fire Dept Contract
		Schmitt Sanitation	255.00	Pump Holding Tanks
	2-14074	Slinger Welding	63.85	Parts for Truck #12
	2-14073	Vermeer	160.62	Sharpen Chipper Blades
		Washington County Sheriff Dept	25,093.39	Police Contract
		Waukesha Lime and Stone	200.20	Cold Mix
		WI Rural Water Association	829.10	Safety Training for Hwy Dept
		WI Legal Blank	731.00	Absentee Ballots
		Wissota Sand and Gravel	1,102.20	Gravel
		Wolf Bros Fuel	40.20	(1) Gal Gly Star & (2) Bales Shaving
		TOTAL BATCH #4	69,697.42	
		TOTAL	246,750.99	

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**VILLAGE OF RICHFIELD
Treasurer's Report for June 30, 2014**

Landmark Checking Account	5/31/14	<u>749,388.42</u>
Landmark Checking Account	6/30/14	<u>611,489.93</u>
FNB Entrepreneur Plus Account	6/30/14	<u>\$ 2,705.06</u>
FNB Platinum MMD Account	6/30/14	<u>\$ 406,475.77</u>
Bank Mutual MM Account	6/30/14	<u>\$ 250,234.80</u>
		0

INTEREST EARNED JUNE 2014

	Amount	Interest Rates
Landmark Credit Union (Sweep Account)	\$ 144.78	0.25%
LGIP - General Fund	\$ 54.44	0.09%
LGIP - Park Impact Fees	\$ 3.58	0.09%
LGIP - Fire Impact Fees	\$ 12.32	0.09%
LGIP - Tax Account	\$ -	0.09%
First National Bank Entrepreneur Account	\$ 0.10	0.05%
First National Bank MMDA Account	\$ 52.91	0.15%
Bank Mutual Money Market	\$ 72.24	0.33%

Total Interest Earned \$ 340.37

CERTIFICATES OF DEPOSIT

				Date Purchased	Expiration Date
First National Bank	12 Month	0.25%	\$ 250,908.85	3/3/14	3/3/15
First National Bank	18 Month	0.35%	\$ 250,000.00	4/30/14	10/31/15

**** All CD's are fully FDIC insured****

LOCAL GOVERNMENT INVESTMENT POOL

		Interest Rates
..... LGIP	General Fund	\$ 730,452.68 0.09%
..... LGIP	Fire Impact Fees	\$ 166,687.90 0.09%
..... LGIP	Park Impact Fees	\$ 49,145.83 0.09%

LETTERS OF CREDIT/PERFORMANCE BONDS/DEVELOPER GUARANTEES

		EXPIRATION DATE
12/31/2013 Loggers Park LLC	\$ 50,000.00	12/31/2014
3/11/2014 Reflections Richfield Investments LLC	\$ 712,650.00	3/11/2015
3/11/2014 Refections Richfield Investments LLC	\$ 150,000.00	3/11/2015

PERMIT PERFORMANCE BOND

10/10/2005 T-Mobile Central LLC Wireless Communication Tower	\$ 25,000.00	N/A
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5c

Village of Richfield
4128 Hubertus Road, Hubertus, WI
Village Board Meeting Minutes June 19, 2014
7:30 pm

1. Call to Order/Roll Call

The meeting was called to order by Village President John Jeffords at 7:32 pm. A quorum of the Village Board was present. Present: Village President John Jeffords; Village Board of Trustees; Rock Brandner, Bill Collins, Sandy Voss, and Dan Neu.

Also present: Interim Village Administrator Jim Healy, Deputy Treasurer Donna Jackson and Administrative Services Coordinator KateLynn Schmitt.

2. Verification of Compliance with Open Meeting Law

Interim Village Administrator Healy verified that the meeting was posted per statute at three local post offices and the Village Hall. Digital copies of the agenda were sent to the West Bend Daily News, Germantown Express News, Hartford Times Press, and the Milwaukee Journal Sentinel.

3. Pledge of Allegiance

4. REPORTS/UPDATES

a. Results of 2013 Financial Audit – Kerber Rose

Jacqueline Nielson, from Kerber Rose gave a brief presentation on the Village of Richfield's 2013 Financial Audit. She stated the Village continued to be in a stable financial condition and that these results finalized the preliminary findings of the mini-audit they had conducted in December of 2013 as a part of former Village Administrator Joshua Schoemann leaving.

5. PUBLIC HEARING

a. Public Hearing: Weights and Measures

Motion by Trustee Voss to open the public hearing for weights and measures; seconded by Trustee Neu; motion carried unanimously.

No one spoke.

Motion by Trustee Collins to close the public hearing for weights and measures; seconded by Trustee Brandner; motion carried unanimously.

b. Discussion/Action regarding approval of Weights and Measures

Motion by Trustee Neu to approve the assessed weights and measures fees and direct staff to administer the licensing process per Chapter 363 of the Village Code; seconded by Trustee Voss; motion carried unanimously.

c. Public Hearing: Adoption of 2014 Comprehensive Plan Update

Motion by Trustee Voss to open the public hearing for the 2014 Comprehensive Plan Update; seconded by Trustee Neu; motion carried unanimously.

Jeff Gonyo, 2668 STH 164, Town of Polk stated that a public hearing was held at Friess Lake School regarding STH 164 where residents expressed their concern about safety. Mr. Gonyo believed the State should stop planning for the safety improvements on STH 164 and reduce the speed instead. In the transportation chapter of the Comprehensive Plan the information regarding STH 164 should be rewritten accordingly.

**Village of Richfield
4128 Hubertus Road, Hubertus, WI
Village Board Meeting Minutes June 19, 2014
7:30 pm**

Gil Frank, 4156 Elmwood Road, Colgate WI talked about the maintenance of STH 164. Mr. Frank stated that updates to the Comprehensive Plan did not reflect the needs/wants of the citizens. Mr. Frank indicated that he would like to see business development or additional resources such as gas stations along the north side of STH 164.

Trustee Neu stated that most Richfield residents did not want businesses such as gas stations surrounded by purely residential areas and did not agree with Mr. Frank's position.

Sue Munger, 1950 Hwy CC, 1036 Platt Road, Richfield, asked that the Village maintain their "Country Way of Life" and not to add a gas station or any other type of unwarranted businesses on the west side of Town.

Motion by Trustee Voss to close the public hearing for the 2014 Comprehensive Plan Update; seconded by Trustee Brandner; motion carried unanimously.

Interim Village Administrator Healy clarified that some of the charts used had older content because the U.S. Census Bureau had discontinued the usage of numerous questions making it impossible to collect further data in those areas.

d. Discussion/Action regarding Ordinance)2014-6-1, an ordinance to adopt the 2014 Update to the Village's Comprehensive Plan

Motion by Trustee Brander to adopt Ordinance O2014-06-01, an ordinance formally adopting the 2014 Village of Richfield Comprehensive Plan; seconded by Trustee Neu; motion carried unanimously.

- 6. PUBLIC COMMENTS (Public comments are an opportunity for citizens to voice concerns to the Board regarding ITEMS ON THE AGENDA ONLY. Public comments are not a public hearing and are typically a one way conversation from a citizen to the Board. Individual comments shall not exceed 3 minutes, with a total time limit of approximately 20 minutes. Unless part of a Public Hearing, handouts will not be accepted by the Village. Comments beyond 20 minutes will be moved to the end of the meeting at the discretion of the President.)**

No one spoke.

7. CONSENT AGENDA

- a. Vouchers for Payment
- b. Meeting Minutes:
 - i. June 6, 2014 – Special Meeting
 - ii. May 15, 2014 – Regular Meeting
- c. New Operator Licenses
- d. Treasurer's Report
- e. Plan Commission Report

Motion by Trustee Collins to approve the Vouchers for Payment, the Village Board Minutes from May 15, 2014 and June 6, 2014, new Operator Licenses with the exception of Alexandra Zenisek, Treasurer's Report, and Plan Commission Report, and to deny the application for an Operator's License for Alexandra Zenisek; seconded by Trustee Neu; motion carried unanimously.

8. DISCUSSION/ACTION ITEMS

- a. Discussion/Action regarding Beer, Liquor, Cigarette, Coin Machine, Target Trap,

Unenclosed Premise Permit, and Related License Renewals

Motion by Trustee Voss to approve the 2014-2015 beer, wine, liquor, cigarette, coin operated, target and trapshooting licenses, and unenclosed premise permits per the attached lists; seconded by Trustee Brandner; motion carried unanimously.

b. Discussion/Action regarding the granting of various Picnic Licenses throughout the community

Trustee Neu recused himself due to his involvement in the Richfield Volunteer Fire Company.

Motion by Trustee Voss to approve the petitioned Class "B" picnic licenses for the Richfield Volunteer Fire Company, Richfield Historical Society, Richfield Days Parade Committee, and Friess Lake Advancement Association as outlined in their respective applications; seconded by Trustee Collins; motion carried unanimously.

c. Discussion/Action regarding Operator License Renewals

Trustee Neu recused himself due to his involvement in the Richfield Volunteer Fire Company.

Motion by Trustee Collins to approve the 2014-2015 operator licenses renewals per the attached list; seconded by Trustee Brandner; motion carried unanimously.

d. Discussion/Action regarding the acceptance of bid for the purchase of a 2014 Patrol Truck Body

Motion by Trustee Neu to direct the Public Works Supervisor to purchase one (1) truck body and plow package from Burke Truck and Equipment per the attached quote; seconded by Trustee Brandner; motion carried unanimously.

e. Discussion/Action regarding Resolution R2014-06-01, a resolution addressing the Trans 75 Absence of need Exception for Hogsback Road

Motion by Trustee Voss to approve Resolution R2014-06-01, a resolution addressing the Trans 75 Absence of Need Exception for Hogsback Road and to direct Staff to forward the same to the Washington County Highway Commissioner for inclusion in the Local Road Improvement Program; seconded by Trustee Neu; motion carried unanimously.

9. Discussion regarding the scheduling of July Village Board Meeting

Interim Village Administrator Healy stated that the July Village Board Meeting was being moved due to the timing of the 4th of July holiday and the ripple effect it was having on the scheduled meetings.

10. PUBLIC COMMENTS (...continued)

No one spoke.

11. CLOSED SESSION

Interim Village Administrator Healy stated that the board no longer needed to go into closed session for item 11(a) since the Deputy Clerk recently announced her resignation.

a. Discussion/Action to enter into closed session pursuant to Section 19.85(1)(c) of the WI Stats., - Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility – Deputy Clerk annual performance

Village of Richfield
4128 Hubertus Road, Hubertus, WI
Village Board Meeting Minutes June 19, 2014
7:30 pm

- evaluation
- b. Discussion/Action to enter into closed session pursuant to Section 19.85(1)(c) of the WI Stats., - Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility – Interim Village Administrator

President Jeffords read item 11 (b) aloud.

Motion by Trustee Neu to move into closed session to discuss item 11 (b); seconded by Trustee Collins; motion carried unanimously.

12. RECONVENE IN OPEN SESSION

- a. Discussion/Action regarding matters address in closed session as outlined above.

Motion by Trustee Neu to reconvene in open session; seconded by Trustee Collins; motion carried unanimously.

13. ADJOURNMENT

Motion by Trustee Voss to adjourn the meeting at 10:13 pm; seconded by Trustee Brandner; motion carried unanimously.

Respectfully submitted,



Jim Healy
Interim Village Administrator

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July 24, 2014 Meeting

New Operator Licenses

Name	Place of Employment	Course or valid license	Recommendation
Nicholas K. Beck	Bilda's Friess Lake Pub	Course	Approved
Geoff T. Davis	Bilda's Friess Lake Pub	Valid License	Approved
Nathan W. Erdman	Sloppy Joe's Saloon & Spoon	Valid License	Denied
Judith A. Greve	Fat Charlie's	Valid License	Approved
Samantha L. Juarez	Zimmermans Kettle Hills Golf Course	Course	Approved
Jaimi R. Justman	Fat Charlie's	Valid License	Approved
Lisa M. LaPine	EJ's	Valid License	Approved
Shannon M. McGuire	EJ's	Valid License	Approved
Sandra Marie Meyer	Zimmermans Kettle Hills Golf Course	Course	Approved
Sydney L. Miller	Zimmermans Kettle Hills Golf Course	Course	Approved

6a



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

6a

MEETING DATE: July 24, 2014

SUBJECT: CSM for Wittenberger Farms, LLC., Tax Key: V10-0166 and V10-0167
DATE SUBMITTED: July 16, 2014
SUBMITTED BY: Jim Healy, Interim Village Administrator

POLICY QUESTION:

SHOULD THE VILLAGE BOARD ACCEPT THE RECOMMENDATION OF THE PLAN COMMISSION FOR THE PROPOSED CSM GENERALLY LOCATED NEAR THE INTERSECTION OF PLEASANT HILL ROAD AND SLINGER ROAD?

ISSUE SUMMARY:

Daniel and David Wittenberger own the subject property consisting of 2.231 (gross) acres. The property is currently zoned UC, Upland Conservancy District. The minimum acreage requirement in this zoning district for new parcels is 1.5 acres (65,000sf), so the combination of these lots would, in effect, bring the property owner into greater conformance with our zoning requirements. While generally speaking the Village attempts, to the greatest degree possible, to create new lots which are square and/or rectangular pursuant to our lot design standards set forth in Section 330-42, this particular CSM is unique in that the combination of these two separate lots of record are the non-contiguous parts of their 'parent parcels' on the south side of Pleasant Hill Road which are 10 and 20 acres, respectively.

As provided in the Village's Zoning Code, a public road that bisects a lot of record effectively creates two parcels. In this instance, there are two small parcels on the north side of the road and two larger parcels on the south side. Specifically the language defining a "Lot" is as follows:

"A parcel of land on which a principal building and its accessory building are placed, together with the required open spaces; provided, that no such parcel be bisected by a public street or other public or private right-of-way and shall not include any portion of a public right-of-way. No lands dedicated to the public or reserved for roadway purposes shall be included in the computation of lot size for the purposes of this chapter".

At the July 10, 2014 Plan Commission meeting the following motion was made regarding the proposed CSM:

Motion by Commissioner Dick Melzer to recommend to the Village Board the approval of the preliminary certified survey map subject to the general and specific conditions listed below.

Specific Conditions of Approval:

1. The final CSM shall comply with all requirements in Chapter 330 of the village code (subdivision regulations) and Chapter 236, Wis. Stats.
2. The final CSM shall be revised to show one parcel.
3. The Plan Commission signature block be removed.
4. Joshua Schoemann, Village Clerk be stricken and "James Healy, Interim Village Administrator/Clerk" be inserted.
5. In addition to other required information, the final CSM shall show or list the following:
 - (a) Building setback lines consistent with the zoning district in which they are located.
 - (b) A mortgagee's certificate if the subdivider does not own the subject property in fee simple (i.e., with a mortgage).

General Conditions of Approval:

1. The subdivider shall satisfy all comments, conditions, and concerns of the Village Engineer, the Village Planner, and all reviewing, objecting and approving bodies, including, but not limited to, the Wisconsin Department of



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: July 24, 2014

SUBJECT: CSM for Wittenberger Farms, LLC., Tax Key: V10-0166 and V10-0167
DATE SUBMITTED: July 16, 2014
SUBMITTED BY: Jim Healy, Interim Village Administrator

Commerce per Ch. 236, Wisconsin Statutes and Ch. Comm. 85, Wisconsin Administrative Code; Wisconsin Department of Administration per Ch. 236, Wisconsin Statutes; and Washington County.

2. The subdivider shall, on demand, reimburse the Village all costs and expenses of any type that the Village incurs in connection with this development, including the cost of professional services incurred by the Village (including engineering, legal, planning and other consulting fees) for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this conditional approval due to a violation of these conditions.
 3. Any unpaid bills owed to the Village by the subject property owner or his or her tenants, operators or occupants, for reimbursement of professional fees (as described above); or for personal property taxes; or for real property taxes; or for licenses, permit fees, or any other fees owed to the Village; shall be placed upon the tax roll for the subject property if not paid within thirty (30) days of the billing by the Village, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional approval that is subject to all remedies available to the Village, including possible cause for termination of this approval.
- Seconded by Trustee Bill Collins; Motion passed without objection.

FISCAL IMPACT:

REVIEWED BY:


Village Deputy Treasurer

Initial Project Costs: N/A

Future Ongoing Costs: N/A

Physical Impact (on people/space): Future development of a single family home

Residual or Support/Overhead/Fringe Costs: N/A

ATTACHMENTS:

1. CSM prepared by Jason T. Mayer dated 7/17/14



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: July 24, 2014

SUBJECT: CSM for Wittenberger Farms, LLC., Tax Key: V10-0166 and V10-0167
DATE SUBMITTED: July 16, 2014
SUBMITTED BY: Jim Healy, Interim Village Administrator

STAFF RECOMMENDATION:

Motion to approve the proposed CSM for Wittenberger Farms, LLC. Subject to the following General Conditions of Approval:
General Conditions of Approval:

1. The subdivider shall satisfy all comments, conditions, and concerns of the Village Engineer, the Village Planner, and all reviewing, objecting and approving bodies, including, but not limited to, the Wisconsin Department of Commerce per Ch. 236, Wisconsin Statutes and Ch. Comm. 85, Wisconsin Administrative Code; Wisconsin Department of Administration per Ch. 236, Wisconsin Statutes; and Washington County.
2. The subdivider shall, on demand, reimburse the Village all costs and expenses of any type that the Village incurs in connection with this development, including the cost of professional services incurred by the Village (including engineering, legal, planning and other consulting fees) for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this conditional approval due to a violation of these conditions.
3. Any unpaid bills owed to the Village by the subject property owner or his or her tenants, operators or occupants, for reimbursement of professional fees (as described above); or for personal property taxes; of for real property taxes; or for licenses, permit fees, or any other fees owed to the Village; shall be placed upon the tax roll for the subject property if not paid within thirty (30) days of the billing by the Village, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional approval that is subject to all remedies available to the Village, including possible cause for termination of this approval.

APPROVED FOR SUBMITTAL BY:


Village Staff Member


Interim Village Administrator

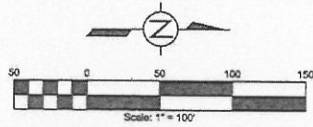
VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

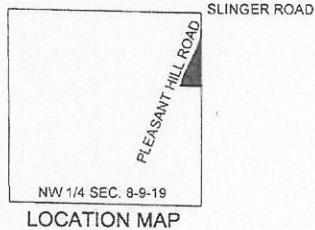
Continued To: _____
Referred To: _____
Denied _____
File No. _____

CERTIFIED SURVEY MAP NO.

BEING A DIVISION OF A PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, ALL IN TOWNSHIP 9 NORTH, RANGE 19 EAST, VILLAGE OF RICHFIELD, WASHINGTON COUNTY WISCONSIN.



BEARINGS REFERENCED TO THE NORTH LINE OF THE NW 1/4 OF SEC. 8-9-19, BEARING OF N 88°36'39" E BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.



LEGEND

- 3/4" REBAR SET
- 2" IRON PIPE SET
- 1" IRON PIPE FOUND

CURVE DATA

C-1
ARC LEN. = 168.62'
CHORD LEN. = 158.00'
CHORD BEAR. = N 73°34'33" W
RADIUS = 568.05'
I ANGLE = 17°00'27"

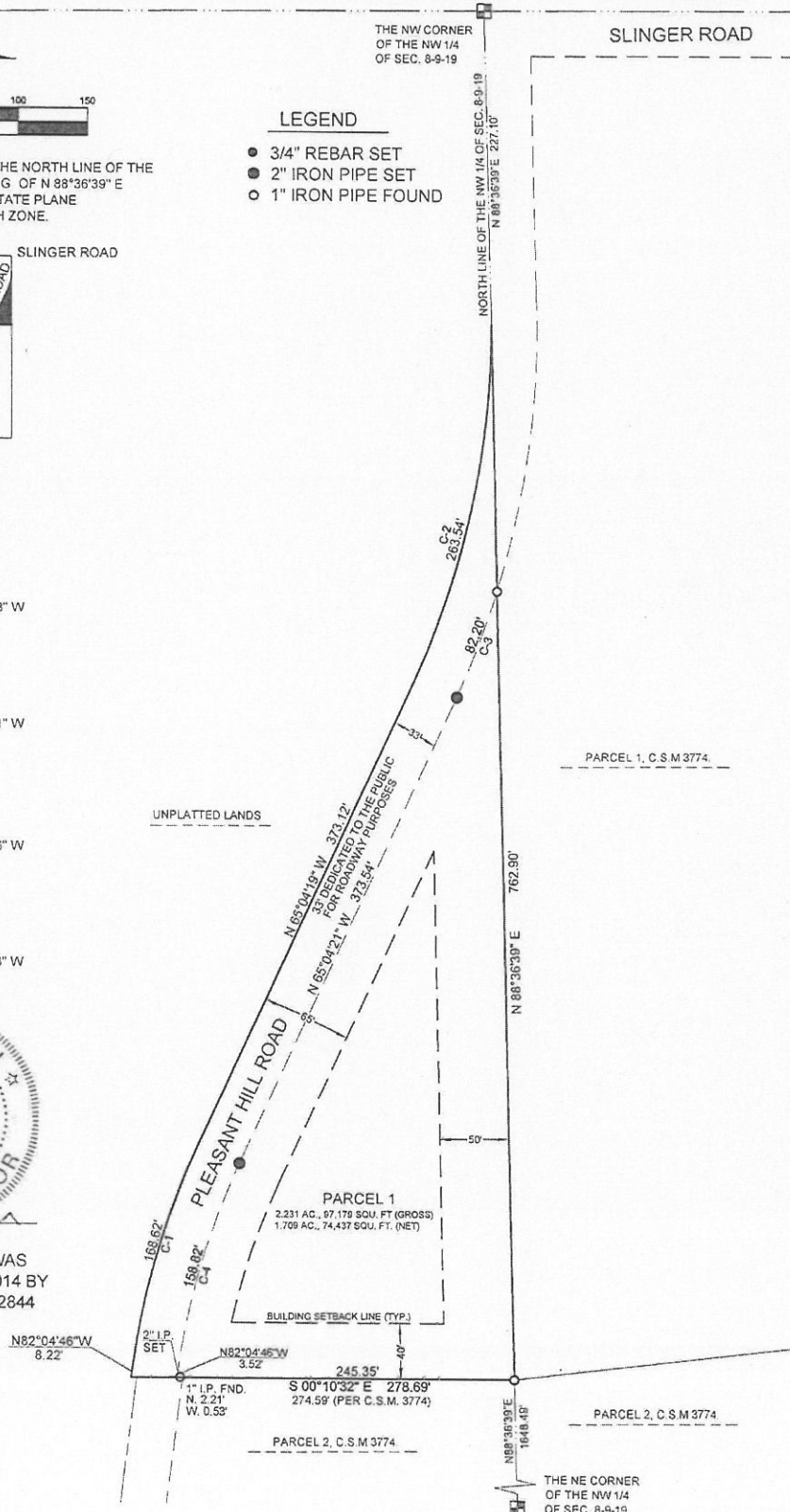
C-2
ARC LEN. = 263.54'
CHORD LEN. = 251.55'
CHORD BEAR. = N 78°01'01" W
RADIUS = 618.45'
I ANGLE = 24°24'57"

C-3
ARC LEN. = 82.20'
CHORD LEN. = 82.14'
CHORD BEAR. = N 69°25'26" W
RADIUS = 651.45'
I ANGLE = 07°20'11"

C-1
ARC LEN. = 158.82'
CHORD LEN. = 158.24'
CHORD BEAR. = N 73°34'33" W
RADIUS = 568.05'
I ANGLE = 17°00'27"



THIS INSTRUMENT WAS DRAFTED ON 7-17-2014 BY JASON T. MAYER, S-2844



CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF A PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, AND THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, ALL IN TOWNSHIP 9 NORTH, RANGE 19 EAST

SURVEYORS CERTIFICATE:

I, JASON T. MAYER, REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED AND MAPPED THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, AND THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 8, ALL IN TOWNSHIP 9 NORTH, RANGE 19 EAST, VILLAGE OF RICHFIELD, WASHINGTON COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 8, THENCE NORTH 88°36'39" EAST ALONG THE NORTH LINE OF SAID 1/4 SECTION 227.10 FEET TO THE PLACE OF BEGINNING OF THE LANDS DESCRIBED:

THENCE CONTINUING ALONG SAID NORTH LINE OF 1/4 SECTION, NORTH 88°36'39" EAST, 762.90 FEET; THENCE SOUTH 00°10'32" EAST ALONG THE WEST LINE OF CERTIFIED SURVEY MAP NO. 3774 AND RECORDED AS VOLUME 23, PAGE 324, 278.69 FEET TO A POINT ON THE CENTERLINE OF PLEASANT HILL ROAD; THENCE NORTH 82°04'46" WEST ALONG SAID CENTERLINE, 8.22 FEET TO A POINT ON A CURVE; THENCE NORTHWESTERLY ALONG SAID CENTERLINE, 168.62 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES NORTHEAST, WHOSE RADIUS IS 568.05 FEET AND WHOSE CHORD BEARS NORTH 73°34'33" WEST, 168.00 FEET; THENCE ALONG SAID CENTERLINE NORTH 65°04'19" WEST, 373.12 FEET TO A POINT ON A CURVE; THENCE NORTHWESTERLY ALONG SAID CENTERLINE, 263.54 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES SOUTHWEST, WHOSE RADIUS IS 618.45 FEET, WHOSE CHORD BEARS NORTH 78°01'01" WEST, 261.55 FEET TO A POINT ON THE NORTH LINE OF SAID 1/4 SECTION AND THE PLACE OF BEGINNING.

CONTAINING 2.231 ACRES, 97,179 SQUARE FEET. (GROSS)

CONTAINING 1.709 ACRES, 74,437 SQUARE FEET, EXCLUSIVE OF ROAD RIGHT-OF-WAY. (NET)

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND MAP BY THE DIRECTION OF DANIEL H. WITTENBERGER AND DAVID F. WITTENBERGER, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP OF SAID LANDS AND CERTIFY THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF SECTION 236.34 OF THE WISCONSIN STATUTES AND THE LAND DIVISION AND PLATTING REGULATIONS OF THE VILLAGE OF RICHFIELD IN SURVEYING, DIVIDING AND MAPPING THE SAME.

Jason T. Mayer

JASON T. MAYER S-2844

DATED THIS 17 DAY OF July, 2014



OWNERS CERTIFICATE:

AS OWNER, I HEREBY CERTIFY THAT I CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS MAP IN ACCORDANCE WITH CHAPTER 236.34, OF THE WISCONSIN STATUTES AND REGULATIONS OF CHAPTER 330 OF THE VILLAGE OF RICHFIELD SUBDIVISION REGULATIONS CODE.

DATED THIS _____ DAY OF _____, 2014

DANIEL H. WITTENBERGER

DAVID F. WITTENBERGER

JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP

PERSONALLY came before me this _____ day of _____, 2014, DAVID F. WITTENBERGER AND DANIEL H. WITTENBERGER to be known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public
State of Wisconsin
My Commission Expires _____

VILLAGE BOARD APPROVAL

APPROVED BY THE VILLAGE BOARD, VILLAGE OF RICHFIELD ON THIS _____ DAY OF _____, 2014.

JOHN JEFFORDS, VILLAGE PRESIDENT

JAMES HEALY, INTERIM VILLAGE ADMINISTRATOR/CLERK

6b



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: July 24, 2014

SUBJECT: Developer's Agreement for Lot 2 of a previously approved four lot CSM, Section 34 and 35, T9N, R19E, NMMR Investments #1, LLC

DATE SUBMITTED: July 14, 2014

SUBMITTED BY: Jim Healy, Interim Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO APPROVE THE DEVELOPER'S AGREEMENT FOR THE CUL-DE-SAC BULB ABUTTING RIDGEVIEW COURT ON LOT 2 OF A PREVIOUSLY APPROVED CSM?

ISSUE SUMMARY:

On March 20th, the Village Board approved the review of a four-lot CSM for property located off of Scenic Road in Section 34 and 35 of the Village as petitioned by NMMR Investments #1, LLC. with the following motion for approval:

Motion by Trustee Brandner to conditionally approve the revised four-lot survey map subject to both the Specific and General Conditions of Approval as recommended by the Plan Commission on March 6, 2014; seconded by Trustee Neu; motion carried unanimously.

Specific Conditions of Approval:

1. The subject property is rezoned from A-1 to Rs-1 and F-1. **DONE.**
2. The final CSM shall comply with all requirements in chapter 330 of the Village Code (subdivision regulations) and Chapter 236, Wis. Stats. **DONE.**
3. In addition to other required information, the final CSM shall show the following:
 - a. 100 year floodplain boundary in effect on the date of this approval along with a notation as to the source. **DONE.**
 - b. Existing buildings and other similar improvements. **DONE.**
 - c. Building setback lines for each of the lots, consistent with the zoning district in which they are located. **DONE.**
 - d. Waterbodies **DONE.**
 - e. Wetlands and the source of delineation, as approved by the Village Engineer. **DONE.**
 - f. A mortgagee's certificate if the subdivider does not own the subject property in fee simple (i.e., with a mortgage). **N/A**
 - g. Location of soil borings for approved septic systems. **DONE.**
4. The subdivider shall provide documentary evidence from Washington County showing there are suitable locations on each of the lots for an on-site septic system meeting county and state requirements. **DONE.**
5. Reference to 'Village of Richfield Plan Commission Approval' and signature blocks are removed. **DONE.**
6. Insert "Interim Clerk, Jim Healy" on the appropriate signature block line for the Village Board. **DONE.**
7. Prior to any construction or any land-altering activity, the subdivider shall comply with all of the following:
 - a. The subdivider shall obtain all necessary approvals for onsite septic systems meeting village, county, and state requirements. **DONE.**
 - b. The subdivider shall obtain all necessary permits and approvals from the Village of Richfield, Washington County, the State of Wisconsin, or the federal government as may be required for any construction or land-altering activity.
 - c. The subdivider shall submit a Developer Agreement to the Village Board and obtain approval of the same. Such agreement shall address the improvements and other matters and shall be based on the most current version of the model agreement as prepared by the Village Attorney.
 - d. The subdivider shall submit a Letter of Credit (or cash) for the improvements in an amount as approved by the Village Engineer and in a form as approved by the Village Attorney.
 - e. The subdivider shall submit a storm water management plan to the Village Engineer and obtain approval of the same, if one is required. **N/A.**
 - f. The subdivider shall submit an erosion control plan to the Village Engineer and obtain approval of the same, if one is required. **DONE.**
 - g. The subdivider shall submit all construction plans for the cul-de-sac bulb on Ridgeview Court to the Village Engineer and obtain approval of the same. **DONE.**



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: July 24, 2014

SUBJECT: Developer's Agreement for Lot 2 of a previously approved four lot CSM, Section 34 and 35, T9N, R19E, NMMR Investments #1, LLC

DATE SUBMITTED: July 14, 2014

SUBMITTED BY: Jim Healy, Interim Village Administrator

8. The Developer shall record Deed Restrictions with the Washington County Register of Deeds, as approved by the Interim Village Administrator, that prohibit the future re-division of Lot 3.
9. The Developer shall show an easement across the west end of Lot 4 for the benefit of parcel V10-1349-00B. **DONE.**

General Conditions of Approval:

1. The subdivider shall satisfy all comments, conditions, and concerns of the village engineer, the village planner, and all reviewing, objecting and approving bodies, including, but not limited to, the Wisconsin Department of Commerce per ch. 236, Wisconsin Statutes and ch. Comm. 85, Wisconsin Administrative Code; Wisconsin Department of Administration per ch. 236, Wisconsin Statutes; and Washington County.
2. The subdivider shall, on demand, reimburse the Village all costs and expenses of any type that the Village incurs in connection with this development, including the cost of professional services incurred by the Village (including engineering, legal, planning and other consulting fees) for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this conditional approval due to a violation of these conditions
3. Any unpaid bills owed to the Village by the subject property owner or his or her tenants, operators or occupants, for reimbursement of professional fees (as described above); or for personal property taxes; or for real property taxes; or for licenses, permit fees, or any other fees owed to the Village; shall be placed upon the tax roll for the subject property if not paid within thirty (30) days of the billing by the Village, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional approval that is subject to all remedies available to the Village, including possible cause for termination of this approval.

FISCAL IMPACT:

REVIEWED BY:

Village Deputy Treasurer

Initial Project Costs: N/A

Future Ongoing Costs: Road Maintenance

Physical Impact (on people/space): Installation of a Cul-de-sac

Residual or Support/Overhead/Fringe Costs: Administrative

ATTACHMENTS:

1. CSM approved by the Village Board on March 20, 2014 for the subject property
2. Developer's Agreement DRAFT dated April 29, 2014
3. Correspondence from Village Engineer Ron Dalton dated July 18, 2014 *(Forthcoming)*

STAFF RECOMMENDATION:

Motion to approve the Developer's Agreement as drafted by the Developer including the Letter of Credit as to the form and content in the amount of \$70,000 subject to the final review and approval of the Village Attorney and Interim Village Administrator also subject to the following conditions of approval:

- 1) Prior to signing the Developer's Agreement the approval of CSM from March 20, 2014 and all the General and Specific Conditions of Approval have been satisfied.

APPROVED FOR SUBMITTAL BY:

Village Staff Member

Interim Village Administrator

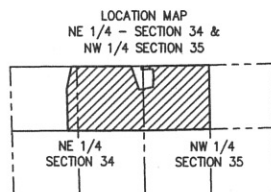
VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

PREPARED BY:
BAUDHUIN INCORPORATED
55 S. 3RD AVENUE
P.O. BOX 105
STURGEON BAY, WI 54235
DRAWN BY: MGMCM

LANDS DEDICATED TO
THE PUBLIC FOR ROAD
PURPOSES 3577 SF



BEARINGS ARE BASED ON THE WISCONSIN STATE
PLANE COORDINATE SYSTEM GRID, SOUTH ZONE,
AND THE NORTH LINE OF THE NE 1/4 OF SECTION 34
(ASSUMED S 89°49'13" E)
100 YEAR FLOOD BOUNDARY AS PER FLOOD INSURANCE RATE
MAPS 55131C0353D AND 55131C0354D

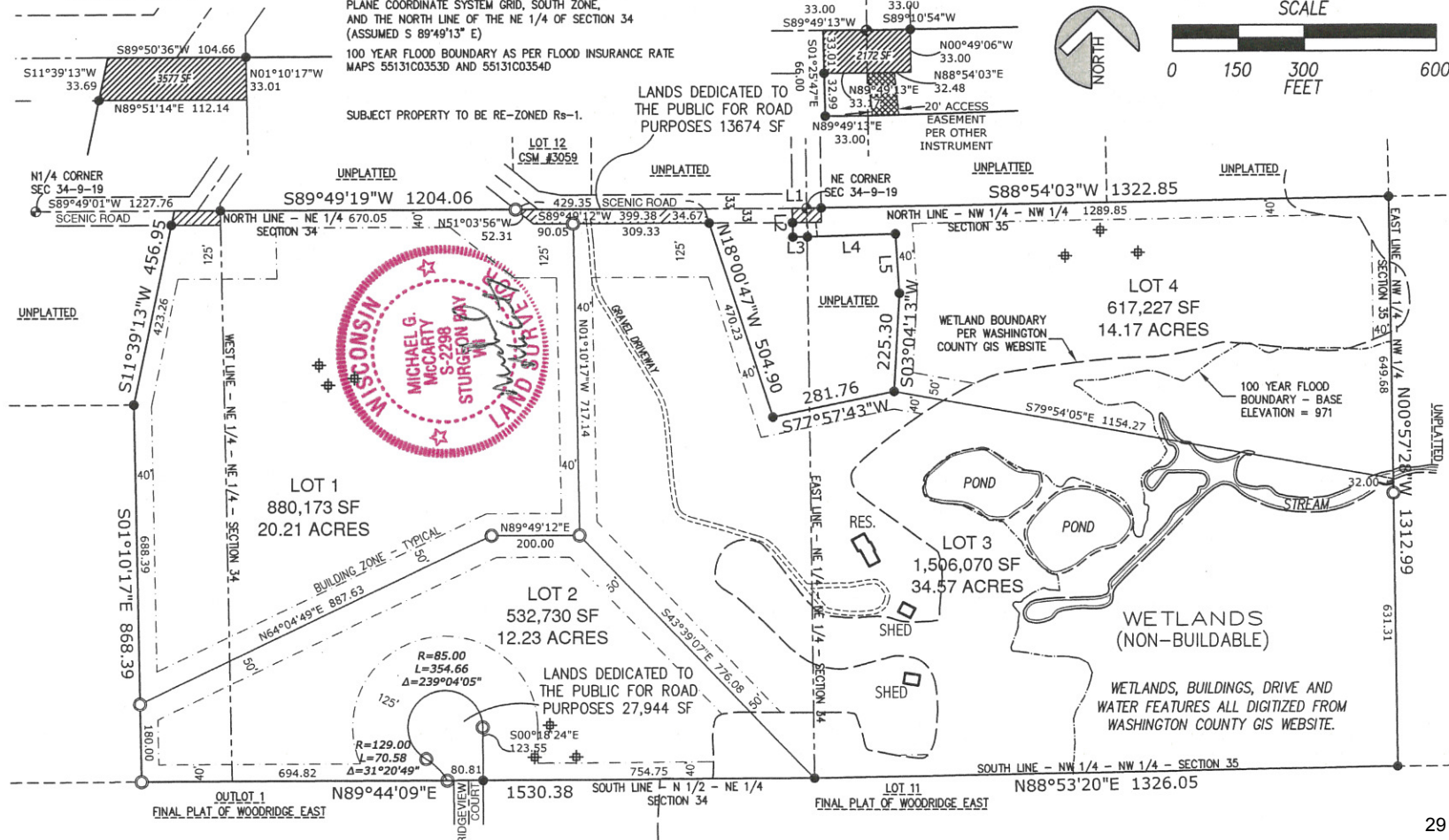
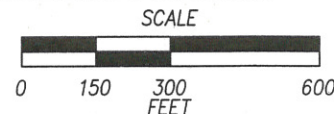
SUBJECT PROPERTY TO BE RE-ZONED R8-1.

L1	N89°49'13"E	33.00
L2	S01°25'47"E	66.00
L3	N89°49'13"E	33.00
L4	S88°05'13"W	200.00
L5	N03°49'47"W	138.15

- ⊕ - SOIL BORING
- ⊙ - CONC. MONUMENT W/ BRASS CAP
- - FOUND IRON PIPE
- - SET 1"X18" IRON PIPEWEGHING 1.13 LBS/FEET

LANDS DEDICATED TO
THE PUBLIC FOR ROAD
PURPOSES 2172 SF

CERTIFIED SURVEY MAP
LOCATED IN:
THE NW 1/4 OF THE NE 1/4, AND THE NE 1/4 OF
THE NE 1/4, OF SECTION 34, AND THE NW 1/4 OF
THE NW 1/4, OF SECTION 35, TOWNSHIP 9
NORTH, RANGE 19 EAST, VILLAGE OF RICHFIELD,
WASHINGTON COUNTY, WISCONSIN.



Developer's Agreement

This Agreement made this 29th day of April, 2014, between NMMR Investments #1 LLC, 1247 HWY 175, Hubertus, WI 53033 hereinafter called "DEVELOPER", and the VILLAGE of Richfield in the County of Washington and the State of Wisconsin, hereinafter called the "VILLAGE."

WITNESSETH:

WHEREAS, DEVELOPER is registered by the Wisconsin Department of Financial Institutions to do business in the state of Wisconsin as a limited liability company (ID N042541): and

WHEREAS, the DEVELOPER is the owner of approximately 82.27 acres of land in the VILLAGE, said land being described on EXHIBIT A and shown on Exhibit B of preliminary certified survey map attached hereto and incorporated herein, hereinafter called "SUBJECT LANDS"; and

WHEREAS, the DEVELOPER desires to develop the SUBJECT LANDS for residential purposes by use of the standard regulations as set forth in Chapter 236 of the Wisconsin Statutes and the municipal ordinance regulating land division and development: and

WHEREAS, Section 236.13 of the Wisconsin Statutes provides that as a condition of approval, the governing body of a municipality within which the subject lands lie may require that the DEVELOPER make and install any public improvements reasonably necessary and/or that the DEVELOPER provide financial security to ensure that the DEVELOPER will make these improvements within reasonable time; and

WHEREAS, said SUBJECT LANDS are presently zoned RS 1, which allows the above development; and

WHEREAS, the DEVELOPER and VILLAGE desire to enter into this agreement in order to ensure that the DEVELOPER will make and install all public improvements which are reasonably necessary and further that the DEVELOPER shall dedicate the public improvements to the VILLAGE, provide that said public improvements are constructed to municipal specifications, all applicable government regulations, this agreement and as required by the VILLAGE Engineer, without cost to the VILLAGE; and

WHEREAS, this agreement is necessary to implement the VILLAGE zoning and land division ordinances; and

WHEREAS, the DEVELOPER agrees to develop SUBJECT LANDS as herein described in accordance with this agreement, conditions approved by the VILLAGE Plan Commission and VILLAGE Board, conditions of certain agencies and individuals in the County, all VILLAGE ordinances and all laws and regulations governing said development; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the DEVELOPER does hereby agree to develop SUBJECT LANDS as follows and as otherwise

regulated by VILLAGE ordinances and all laws and regulations governing said development, the parties hereto agree as follows:

DEVELOPER'S COVENANTS

SECTION I IMPROVEMENTS

A. PUBLIC STREETS: The DEVELOPER hereby agrees that:

1. Prior to the start of construction of improvements, the DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER'S Engineer or Surveyor that all public street plans are in conformance with all federal, state, county and VILLAGE specifications, regulations and ordinances, and written proof from the VILLAGE Engineer evidencing review and approval of said plans.
2. The DEVELOPER shall grade and install all planned public streets in accordance with the preliminary plat, approved development plan of said development or subdivision, or final plat as the case may be and the plans and specifications on file in the Interim Administrator office dated the ____ day of _____, 20__.
3. Construction of the public streets providing access to and fronting a specific lot will be completed, presented and accepted by the VILLAGE Board through the first lifts of asphalt before any building permits are issued for Lot 2 of the aforementioned certified survey map.
4. The first lifts of the public streets will be completed and presented to the VILLAGE Board no later than October 1, 2014, or as extended by the VILLAGE Board. The first course must be installed prior to filing of the final certified survey map.
5. The final lift of asphalt shall be placed on all the public streets after at least one winter season, but no later than October 1, 2015, unless extended by the VILLAGE Board.
6. The DEVELOPER shall maintain public streets, including snowplowing, until Final Acceptance is granted by the VILLAGE Board as set forth in Section III.
7. The DEVELOPER shall furnish 'as built' plans showing changes from the construction plans, pursuant to specifications approved by the VILLAGE Engineer. Said "as built" shall be on reproducible mylar and file, and shall include field locations and hydrant valves and curb stops, if any.
8. Contractors working on the development or on individual lots are required to clean up all mud, dirt, stone or debris on the streets no later than the end of each working day. In addition, the DEVELOPER shall have ultimate responsibility for cleaning up any and all mud, dirt, stone, or debris on the streets until Final Acceptance has been granted by the VILLAGE Board as described in Section III. The VILLAGE shall make a reasonable effort to require the contractor, who is responsible for placing the mud, dirt, stone or debris on the street, to clean up the same or to hold the subject property owner who hired the contractor responsible. The DEVELOPER and/or subject property owner shall clean up the streets within twenty-four (24) hours after receiving a notice from the VILLAGE. If said mud, dirt, stone or debris are not

cleaned up after notification, the VILLAGE Board will do so at the DEVELOPER's and/or subject property owner's expense, at the option of the VILLAGE.

- B. SURFACE AND STORM WATER DRAINAGE: The DEVELOPER hereby agrees that:
1. Prior to the start of construction of improvements, the DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER's Engineer or Surveyor that all surface and storm water drainage facilities and erosion control plans are in conformance with all federal, state, country and VILLAGE regulations, guidelines, specifications, laws and ordinances, and written proof that the VILLAGE Engineer has reviewed and approved said plans.
 2. The DEVELOPER shall construct, install, furnish and provide adequate facilities for surface and storm water drainage throughout the development with adequate capacity to transmit the anticipated flow from the development and adjacent property, in accordance with all plans and specifications, and all applicable federal, state, county and VILLAGE regulations, guidelines, specifications, laws, and ordinances and as reviewed and approved by the VILLAGE Engineer, on file in the Interim Administrator office dated the _____ of _____, 20____, including where necessary as determined by the VILLAGE Engineer, curb, gutter, storm sewers, catch basins and infiltration/retention/detention basins and infiltration/retention/detention basins.
 3. The DEVELOPER agrees that the site grading and construction of surface and storm water drainage facilities shall be completed and accepted by the VILLAGE Board before and building permits are issued.
 4. The VILLAGE BOARD will not accept the surface and storm water drainage system until the entire system is installed and landscaped in accordance with plans and specifications to the satisfaction of the VILLAGE Engineer.
 5. The DEVELOPER shall clean all storm sewers, if any, prior to issuance of building permits and acceptance of improvements by the VILLAGE Board.
 6. The VILLAGE retains the right to require DEVELOPER to install additional surface and storm water drainage measures if it is determined by the village engineer.
 7. The DEVELOPER shall preserve the maximum extent possible existing trees, shrubbery, vines, and grasses not actually lying on the public streets, drainage ways, soil absorption waste disposal areas, paths and trails by use of sound conservation practices.
 8. The DEVELOPER, as required by the VILLAGE, shall remove and lawfully dispose of buildings, destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish.
 9. Landscaping and removal of unwanted items, including buildings, will be completed and certified as complete by the VILLAGE Engineer prior to the issuance of building permits.
 10. The VILLAGE of Richfield has the right to trim and remove any features which would interfere with safe operation and maintenance of the VILLAGE right-of-ways and drainage ways.

- C. **GRADING, EROSION AND SILT CONTROL:** The DEVELOPER hereby agrees that:
1. Prior to commencing site grading and excavation, the DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER'S Engineer or Surveyor that said plan, once implemented, shall meet all federal, state, county and local regulations, guidelines, specifications, laws and ordinances, including proof of notification of land disturbances to the State of Wisconsin Department of Natural Resources, and written proof that the VILLAGE Engineer, and the Army Corps of Engineers, if applicable, have approved said plans.
 2. The DEVELOPER shall cause all grading, excavation, open cuts, side slopes and other land surface disturbances to be so seeded and mulched, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications reviewed and approved by the VILLAGE Engineer, and Army Corps of Engineers, if applicable.
 3. All disturbed areas shall be restored to the satisfaction of the VILLAGE Engineer within seven (7) days of disturbance. Said cash or letter of credit will not be released until the VILLAGE Engineer is satisfied that no further erosion measures are required.
- D. **LANDSCAPING AND SITE WORK:** The DEVELOPER hereby agrees that:
1. The DEVELOPER shall preserve to the maximum extent possible existing trees, shrubbery, vines, and grasses not actually lying on the public streets, drainage ways, building foundation sites, private driveways, soil absorption waste disposal areas, paths and trails by use of sound conservation practices.
 2. The DEVELOPER, as required by the VILLAGE, shall remove and lawfully dispose of buildings, destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish.
 3. Landscaping and removal of unwanted items, including buildings, will be completed and certified as complete by the VILLAGE Engineer prior to the issuance of building permits.
 4. The VILLAGE of Richfield has the right to trim and remove any features which would interfere with safe operation and maintenance of the VILLAGE right-of-ways and drainage ways.
- E. **STREET SIGNS AND TRAFFIC CONTROL SIGNS:** The DEVELOPER hereby agrees that:
1. Street signs, traffic control signs, culverts, posts and guard rails as required by the village shall be obtained and placed by the VILLAGE, or by the DEVELOPER with approval of the VILLAGE, and the cost thereof shall be paid by the DEVELOPER.
 2. All traffic control signs and street signs, as required by the VILLAGE will be installed within five (5) working days of the placement of the first lift of asphalt.
- F. **ADDITIONAL IMPROVEMENTS:** The DEVELOPER hereby agrees that if, at any time after plan approval and during construction, the VILLAGE Engineer determines that

modifications to the plans including additional improvements such as additional drainage ways, erosion control measures, and surface and storm water management measures are necessary in the interest of public safety, are necessary in order to comply with current laws or are necessary for implementation of the original intent of the improvement plans, the VILLAGE is authorized to order DEVELOPER, at DEVELOPER'S expense, to implement the same. If DEVELOPER fails to construct the additional improvement within a reasonable time under the circumstances, the VILLAGE may cause such work to be carried out and shall charge against the financial guarantee held by the VILLAGE pursuant to this agreement.

SECTION II TIME OF COMPLETION OF IMPROVEMENTS:

The improvements set forth in Section I above shall be completed by the DEVELOPER within the time periods as specified in that section.

SECTION III FINAL ACCEPTANCE:

Throughout this agreement, various stages of the development will require approval by the VILLAGE. A Final Acceptance as used herein, however, shall be the ultimate acceptance of all of the improvements in the completed development as a whole, and shall be granted specifically by separate resolution of the VILLAGE Board. The one-year guarantee period provided for in this agreement shall not commence to run until Final Acceptance. The issuance of building permits and approval of various items of development shall not commence the one-year guarantee period.

SECTION IV DEDICATION OF IMPROVEMENTS:

Subject to all of the other provisions of this agreement, the DEVELOPER shall, without charge to the VILLAGE, upon completion of the above described improvements, unconditionally give, grant, convey and fully dedicate the public improvements to the VILLAGE, its successors and assigns, forever, free and clear of all encumbrances whatever, together with and including, without limitation because of enumeration, any and all land, buildings, structures, mains, conduits, pipes, lines, plant machinery, equipment, appurtenances and hereditaments which may in any way be a part of or pertain to such improvements and together with any and all necessary easements for access thereto. After such dedication, the VILLAGE shall have the right to connect or integrate other improvements as the VILLAGE decides, with no payment or award to, or consent required of, the DEVELOPER. Dedication shall not constitute acceptance of any improvements by the VILLAGE Board of the VILLAGE of Richfield. All improvements will be accepted by the VILLAGE Board of the VILLAGE of Richfield by separate resolution at such time as such improvements are in acceptable form and according to the VILLAGE specifications. Said resolution shall be recorded, if needed, with the Washington County Register of Deeds. DEVELOPER will furnish proof to the VILLAGE, prior to the dedication required, that the public

land and improvements proposed for dedication are free of all liens, claims and encumbrances, including mortgages.

SECTION V ACCEPTANCE OF WORK AND DEDICATION:

When the DEVELOPER shall have completed the improvements herein required and shall have dedicated the same to the VILLAGE as set forth herein, the same shall be accepted by the VILLAGE Board if said improvements have been completed as required by this agreement and as required by all federal, state, county VILLAGE guidelines, specifications, regulations, laws and ordinances and approved by the VILLAGE Engineer.

SECTION VI APPROVAL BY VILLAGE NOT TO BE DEEMED A WAIVER:

The ultimate responsibility for the proper design and installation of streets, water facilities, drainage facilities, ditches, landscaping and all other improvements are upon the DEVELOPER. The fact that the VILLAGE or its engineer, or its attorney, or its staff may approve a specific project shall not constitute a waiver, or relieve the DEVELOPER from the ultimate responsibility for the design, performance and function of the development and related infrastructure.

SECTION VII GUARANTEES OF IMPROVEMENTS:

- A. GUARANTEE: The DEVELOPER shall guarantee after Final Acceptance, the public improvements and all other improvements described in Section I hereof, against defects due to faulty material or worker ship, provided that such defects appear within a period of one year from the date of Final Acceptance (as described in Section III), by providing the VILLAGE with cash or a letter of credit in a form acceptable to the VILLAGE Attorney in an aggregate amount of fifteen (15%) percent of the total cost of all improvements. The DEVELOPER shall pay for any damages to VILLAGE property and/or improvements resulting from such faulty materials or worker ship. This guarantee shall not be a bar to any action the VILLAGE might have for negligent worker ship or materials. Wisconsin law on negligence shall govern such situations. If the DEVELOPER fails to pay for any damages or defects to VILLAGE property and/or improvements, and the VILLAGE is required to draw against the cash or letter of credit on file with the VILLAGE, the DEVELOPER is required to replenish said monies up to the aggregate amount of fifteen (15%) percent of the total cost of all improvements.
- B. OBLIGATION TO REPAIR: The DEVELOPER shall make or cause to be made, at its own expense, any and all repairs which may become necessary under and by virtue of the

DEVELOPER'S guarantee and shall leave the improvements in good and sound condition, satisfactory to the VILLAGE Board at the expiration of the guarantee period.

- C. NOTICE OF REPAIR: If during said guarantee period, the improvements shall, in the reasonable opinion of the VILLAGE Staff, require any repair or replacement which, in their judgment, is necessitated by reason of settlement of foundation, structure of backfill, or other defective materials or worker ship, the DEVELOPER shall, upon notification by the VILLAGE of the necessity for such repair or replacement, make such repair or replacement, at its own cost and expense. Should the DEVELOPER fail to make such repair or replacement within the time specified by the VILLAGE in the aforementioned notification, after notice has been sent as provided herein, the VILLAGE Board may cause such work to be done, but has no obligation to do so, either by contract or otherwise, and the CILLAGE Board may draw upon such guarantee security to pay any costs or expenses incurred in connection with such repairs or replacements. Should the costs or expenses incurred by the VILLAGE Board in repairing or replacing any portion of the improvements covered by this guarantee exceed the amount of the guarantee security, then the DEVELOPER shall immediately pay any excess cost or expense incurred in the correction process.

D. MAINTENANCE PRIOR TO ACCEPTANCE:

1. All improvements shall be maintained by the DEVELOPER so they can conform to the approved plans and specifications at the time of their Final Acceptance by the VILLAGE Board as described in Section III. This maintenance shall include routine maintenance, such as crack filling, roadway patching and the like. In cases where emergency maintenance is required, the VILLAGE Board retains the right to complete the required emergency maintenance in a timely fashion and bill the DEVELOPER for all such associated costs. Said bill shall be paid immediately by the DEVELOPER. The DEVELOPER'S obligation to maintain all improvements shall expire at the expiration of the guarantee period.
2. Street sweeping and dust suppression shall be done by the DEVELOPER upon a regular basis as needed to ensure a reasonably clean and safe roadway until Final Acceptance by the VILLAGE Board. Should the DEVELOPER fail to meet this requirement, the VILLAGE Board will cause the work to be done and will bill the DEVELOPER on time and material basis. Said bill shall be paid immediately by the DEVELOPER.
3. In the event drainage problems arise within the subject property or related activities on the subject property, the DEVELOPER shall correct such problems to the satisfaction of the VILLAGE Staff. Such correction measures shall include, without limitation because of enumeration, cleaning of soil, loose aggregate and construction debris from culverts, drainage ditches and streets; dredging and

reshaping of siltation or retention ponds; replacing of siltation fences; sodding and seeding; construction of diversion ditches, ponds and siltation traps; and restoration of all disturbed areas. This responsibility shall continue until such time as the roads, ditches, and other disturbed areas have become adequately vegetated and the VILLAGE Board is satisfied that the DEVELOPER has restored all areas which were disturbed because of this development.

SECTION VIII VILLAGE RESPONSIBILITY FOR IMPROVEMENTS: The VILLAGE shall not be responsible to perform repair, maintenance, or snow plowing on any improvements until Final Acceptance is granted by the VILLAGE Board as described in Section III.

SECTION IX RISK OF PROCEEDING WITH IMPROVEMENTS PRIOR TO APPROVALS OF FINAL CERTIFIED SURVEY MAP: If a DEVELOPER proceeds with the installation of public improvements or other work on the site prior to approval of the final certified survey map, it proceeds at its own risk as to whether or not the final plat will receive all necessary approvals. The DEVELOPER, prior to commencement of the installation of public improvements or other work on site, shall notify the VILLAGE of the DEVELOPER'S intention to proceed with the installation of public improvements or other work on site, prior to approval of the final certified survey map. Additionally, DEVELOPER shall make arrangements to have any public improvements and/or other work on site inspected by the VILLAGE Engineer.

SECTION X FINANCIAL GUARANTEE: Prior to the execution of this agreement by the VILLAGE Board, the DEVELOPER shall file with the VILLAGE cash or a letter of credit setting forth terms and condition in a form approved by the VILLAGE Attorney in the amount as approved by the VILLAGE Engineer as a guarantee that the DEVELOPER will perform all terms of this agreement no later than once year from the signing of this agreement except as otherwise set forth in this agreement. If at any time:

- A. The DEVELOPER is in default of any aspect of the agreement, or
- B. The DEVELOPER does not complete the installation of the improvements within one (1) year from the signing of this agreement unless otherwise extended by this agreement or by action of the VILLAGE Board, or
- C. The letter of credit on file with the VILLAGE is dated to expire sixty (60) days prior to the expiration of the same if the same has not been extended, renewed or replaced, or
- D. The DEVELOPER fails to maintain a cash deposit or letter of credit in an amount approved by VILLAGE Engineer, and in form approved by the VILLAGE Attorney, to pay the costs of improvements in the subdivision, the DEVELOPER shall be deemed in

violation of this agreement and the VILLAGE Board shall have the authority to draw upon the letter of credit.

The amount of the cash or letter of credit may be reduced by resolution of the VILLAGE Board as the improvements are completed by the DEVELOPER, provided that the remaining cash or letter of credit is sufficient to secure completion of the remaining improvements.

The lending institution providing the irrevocable letter of credit shall pay to the VILLAGE Board all sums available for payment under the irrevocable letter of credit upon demand, subject to the terms and conditions of the irrevocable letter of credit, and upon its failure to do so, in whole or in part, the VILLAGE shall be empowered in addition to its other remedies without notice or hearing, to impose a special charge for the amount said completion costs, upon each and every lot in the development payable with the next succeeding tax roll.

SECTION XI BUILDING AND OCCUPANCY PERMITS: It is expressly understood and agreed that no building or occupancy permits shall be issued for building on Lot 2 of the certified survey map, until the VILLAGE Engineer has determined that:

- A. The installation of the first lifts of asphalt of the public street (s) providing access to and fronting a specific lot for which a building permit is requested has been completed and accepted by the VILLAGE Board.
- B. The site grading and construction of surface and storm water drainage facilities required to serve such homes are completed, are connected with an operating system as required herein, are cleaned as needed, and are accepted by the VILLAGE Board.
- C. All landscaping and removal of unwanted items, including buildings, has been certified as complete by the VILLAGE Engineer.
- D. All required grading plans have been submitted to, reviewed by and approved by the VILLAGE Engineer.
- E. The DEVELOPER has paid in full all permit fees and reimbursement of administrative costs as required by this agreement.
- F. The DEVELOPER has prepared appropriate deed restrictions which are approved by the VILLAGE, filed with the Interim Administrator and recorded with the Register of Deeds.

- G. All destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish are removed from the development and disposed of lawfully.
- H. The DEVELOPER is not in default of any aspect of the agreement.
- I. There is not default of any aspect of this agreement.

SECTION XII RESERVATION OF RIGHTS AS TO ISSUANCE OF BUILDING PERMITS: The VILLAGE reserves the right to withhold issuance of any and all building permits if DEVELOPER is in violation of this agreement.

SECTION XIII MISCELLANEOUS REQUIREMENTS: The DEVELOPER shall:

- A. EASEMENTS: Provide any easements including vision easements on SUBJECT LANDS deemed necessary by the VILLAGE Engineer before the final plat is signed or on the final plat and such easements shall be along lot lines if at all possible.
- B. MANNER OF PERFORMANCE: Cause all construction called for by this agreement to be carried out and performed in a good and worker like manner.
- C. SURVEY MONUMENTS: Properly place and install any lot, block or other monuments required by state statute, VILLAGE Ordinance or the VILLAGE Engineer.
- D. RESERVED.
- E. RESERVED.
- F. UNDERGROUND UTILITIES: Install all electrical, telephone, cable and gas utilities underground. Coordination of installation and all costs shall be the responsibility of the DEVELOPER.
- G. PERMITS: Provide and submit to the VILLAGE requesting the same, valid copies of any and all governmental agency permits.
- H. REMOVAL OF TOPSOIL: The DEVELOPER agrees that no topsoil shall be removed from the SUBJECT LANDS without approval from the VILLAGE Engineer.
- I. PARK AND PUBLIC SITE DEDICATION FEES: To pay as provided in the VILLAGE'S Ordinances, a fee per lot developed in lieu of dedication of lands for park and public sites. This fee will be paid by the new property owner when building permit is acquired.

- J. NOISE: Make every effort to minimize noise, dust and similar disturbances, recognizing that the SUBJECT LANDS are located near existing residences. Construction of improvements shall not begin before 7:00 a.m. during weekdays and Saturdays, and 9:00 a.m. on Sundays. Construction of improvements shall not continue beyond 7:00 p.m. during weekdays and Saturdays, and 5:00 p.m. on Sundays.
- K. DEBRIS: Have ultimate responsibility for cleaning up debris that has blown from buildings under construction within the SUBJECT LANDS until such time as all improvements have been installed and Final Acceptance has been granted by the VILLAGE Board as described in Section III. The VILLAGE shall make a reasonable effort to require the contractor, who is responsible for the debris. To clean up the same or to hold the subject property owner who hired the contractor responsible. The DEVELOPER and/or subject property owner shall clean up the debris within forty-eight (48) hours after receiving a notice from the VILLAGE Engineer. If said debris is not cleaned up after notification, the VILLAGE will do so at the DEVELOPER'S and/ or subject property owner's expense.
- L. PUBLIC CONSTRUCTION PROJECTS: If any aspect of the development involves a public construction project subject to the State law, all requirements of the State Public Construction Bidding Law must be satisfied, including but not limited to, providing a performance bond.
- M. DIGGERS HOTLINE: Developer's contractor shall notify Diggers Hotline and provide evidence of such notification to the Village Clerk before commencement of any land disturbing activities on the Subject Lands.
- N. PREVAILING WAGE RATES AND HOURS OF LABOR: If any aspect of the development involves a project of public works that is regulated by the Wisconsin Statutes Section 66.0903 then: (1) The Developer shall pay wage rates not less than the prevailing hourly wage rate as described and regulated pursuant to such statutes and related laws: and (2) The Developer shall comply with the prevailing hours of labor as described and regulated pursuant to such statutes and related laws: and (3) The Developer shall fully comply with the reporting obligations, and all other requirements of such laws: and (4) The Developer shall ensure that the Developer's subcontractors also fully comply with such laws. The Developer's General Indemnity obligation of this Agreement shall apply to any claim that alleges that work contemplated by this Agreement is being done, or has been done, in violation of prevailing wage rates, prevailing hours of labor, or Wisconsin Statutes Section 66.0903, for any work arising out of this agreement.

SECTION XIV PAYMENT OF COSTS, INSPECTION AND ADMINISTRATIVE FEES: The DEVELOPER shall pay and reimburse the VILLAGE promptly upon billing for all fees, expenses, costs and

disbursements which shall be incurred by the VILLAGE in connection with this subdivision or relative to the construction, installation, dedication and acceptance of the subdivision improvements covered by this agreement, including without limitation by reason of enumeration, design, engineering, review, supervision, inspection and legal, administrative and fiscal work. Any such charge not paid by DEVELOPER within thirty (30) days of being invoiced may be charged against the financial guarantee held by the VILLAGE pursuant to this agreement, or assessed against the subdivision land as a special charge pursuant to '66.0627, Wis. Stats.

SECTION XV GENERAL INDEMNITY: In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, the DEVELOPER shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the VILLAGE, its officers, agents, employees and independent contractors growing out of this agreement by any party or parties. The DEVELOPER shall also name as additional insured's on its general liability insurance the VILLAGE, its officers, agents, employees and any independent contractors hired by the TOWN to perform services as to this subdivision and give the VILLAGE evidence of the same upon request by the VILLAGE.

SECTION XVI INSURANCE: The DEVELOPER, its contractors, suppliers and any other individual working on the SUBJECT PROPERTY shall maintain at all times until the expiration of the guarantee period, insurance coverage in the forms and in the amounts as required by the VILLAGE.

SECTION XVII EXCULCATION OF VILLAGE CORPORATE AUTHORITIES: The parties mutually agree that the VILLAGE President of the VILLAGE Board, and/or the Interim Administrator, entered into and are signatory to this agreement solely in their official capacity and not individually, and shall have no personal liability or responsibility hereunder; and person liability as may otherwise exist, being expressly released and/or waived.

SECTION XVIII GENERAL CONDITIONS AND REGULATIONS: All provisions of the VILLAGE Ordinances are incorporated herein by reference, and all such provisions shall bind the parties hereto and be a part of this agreement as fully as if set forth at length herein. This agreement and all work and improvements required hereunder shall be performed and carried out in strict accordance with and subject to the provisions of said Ordinances.

SECTION XIX ZONING: The VILLAGE does not guarantee or warrant that the subject lands of this agreement will not at some later date be rezoned, nor does the VILLAGE herewith agree to rezone the lands into a different zoning district. It is further understood that any rezoning that may take place shall not void this agreement.

SECTION XX COMPLIANCE WITH CODES AND STATUTES: The DEVELOPER shall comply with all current and future applicable codes of the VILLAGE, County, State and federal government and, further, DEVELOPER shall follow all current and future lawful orders of any and all duly authorized employees and/or representatives of the VILLAGE, County, State or federal government.

SECTION XXI RESERVED.

SECTION XXII AGREEMENT FOR BENEFIT OF PURCHASERS: The DEVELOPER agrees that in addition to the VILLAGE'S rights herein, the provisions of this agreement shall be for the benefit of the purchaser of Lot 2 of the certified survey map. Notwithstanding the foregoing, or any other provision of this Agreement, it is expressly understood and agreed that any or all of the provisions of this agreement may be amended, modified, waived, and/or annulled by written amendment by and between the DEVELOPER and the VILLAGE alone pursuant to Section XXV of this Agreement, without any requirement that the purchaser or owner of any lot or parcel of land in the Subdivision, or the holder of any interest in any lot or parcel of land in the subdivision, join in or consent to same.

SECTION XXIII ASSIGNMENT: The DEVELOPER shall not assign this agreement without the written consent of the VILLAGE. The assignee must agree to all terms and conditions of this document in writing.

SECTION XXIV PARTIES BOUND: The DEVELOPER or its assignees shall be bound by the terms of this agreement or any part herein as it applies to any phase of the development of SUBJECT LANDS.

SECTION XXV HEIRS AND ASSIGNS: This agreement is binding upon the DEVELOPER, owners, their heirs, their assigns, and any and all future owners of the SUBJECT LANDS.

SECTION XXVI AMENDMENTS: The VILLAGE and the DEVELOPER, by mutual consent, may amend this Developer's Agreement at any meeting of the VILLAGE Board. The VILLAGE shall

not, however, consent to an amendment until after first having received a recommendation from the VILLAGE'S Plan Commission.

IN WITNESS WHEREOF, the DEVELOPER and the VILLAGE have caused this agreement to be signed by their appropriate officers and their corporate seals to be hereunto affixed in three original counterparts the day and year first above written.

By: _____

Michael Weyer, Member
NMMR Investments #1 LLC

STATE OF WISCONSIN)
) ss.
COUNTY OF Washington)

Personally came before me this _____ day of _____, 2014, the above named Michael Weyer, Authorized Signatory of NMMR Investments #1 LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WI
My commission expires: _____

VILLAGE OF RICHFIELD
WASHINGTON COUNTY, WISCONSIN

VILLAGE President, John Jeffords

Interim Village Administrator, Jim Healy

STATE OF WISCONSIN)
) ss.
COUNTY OF WASHINGTON)

Personally came before me this ____ day of _____, 2014, the above named John Jeffords, Village President, and Jim Healy, Interim Village Administrator, of the above-named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such Village President and Interim Village Administrator of said municipal corporation and acknowledged that they executed the foregoing instrument as such officers of said municipal corporation by its authority and pursuant to the authorization by the VILLAGE Board from their meeting on the ____ day of _____, 2014.

NOTARY PUBLIC, STATE OF WI

My commission expires: _____

APPROVED AS TO FORM:

Attorney John Macy, VILLAGE Attorney

This instrument was drafted by NMMR Investments #1 LLC and reviewed by Tim Schwecke of Civitek Consulting and Jim Healy, Interim Village Administrator.

Exhibit A

A parcel of land located in the NW ¼ of the NE ¼, and the NE ¼ of the NE ¼, of Section 34, and the NW ¼ of the NW ¼, of Section 35, Township 9 North, Range 19 East, Village of Richfield, Washington County, Wisconsin, containing 82.27 acres described as follows:

Commencing at the NE corner of said Section 34, said corner also being the point of beginning of lands to be described; thence S89°49'13"W -- 33.00 feet along north line of the NE 1/4 of said Section 34; thence S01°25'47"E -- 68.00 feet; thence N89°49'13"E -- 33.00 feet; thence N88°05'13"E -- 200.00 feet; thence S03°49'47"E -- 138.15 feet; thence S03°04'13"W -- 225.30 feet; thence S77°57'43"W -- 281.76 feet; thence N18°00'47"W -- 504.90 feet to said north line; thence S89°49'19"W -- 1204.08 feet along said north line; thence S11°39'13"W -- 458.95 feet; thence S01°10'17"E -- 868.39 feet to the south line of the N 1/2 of the NE 1/4 of said Section 34; thence N89°44'09"E -- 1530.36 feet along said south line to the south line of the NW 1/4 of the NE 1/4 of said Section 35; thence N88°53'20"E -- 1326.06 feet along said south line to the east line of the NW 1/4 of the NE 1/4 of said Section 35; thence N00°57'28"W -- 1312.99 feet to the north line of the NW 1/4 of the NE 1/4 of said Section 35; thence S88°54'03"W -- 1322.85 feet along said north line to the point of beginning.

6 c



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: July 24, 2014

SUBJECT: 2014 Crack Filling Program
DATE SUBMITTED: July 16, 2014
SUBMITTED BY: Jim Healy, Interim Village Administrator

POLICY QUESTION:

SHOULD THE VILLAGE BOARD AUTHORIZE THE INTERIM VILLAGE ADMINISTRATOR TO EXECUTE A CONTRACT FOR PROFESSIONAL SERVICES RELATING TO ROAD CRACK FILLING?

ISSUE SUMMARY:

In the 2014 Village Budget, the Highway Department budgeted \$24,000 under the line item "Major Repair and Construction" for crack filling. On Thursday, June 26th Village Staff published a Class I Notice, advertising the Village's intent to execute a contract for crack filling/spot sealing. The Village accepted quotes through July 15, 2014 at 10:00am. One quote was received.

FISCAL IMPACT:

REVIEWED BY: _____

Village Deputy Treasurer

Initial Project Costs: \$24,000.00
Future Ongoing Costs: General maintenance to seal cracks
Physical Impact (on people/space): Improved road infrastructure
Residual or Support/Overhead/Fringe Costs: Variable.

ATTACHMENTS:

1. June 26th, 2014 Class I Notice
2. Proposed 2014 Crack Filling/Spot Sealing Inventory
3. Quote from Crack Filling Services
4. 2014 Crack Sealing Bid Form and Request for Proposals

STAFF RECOMMENDATION:

Motion to direct the Interim Village Administrator to retain the services of Crack Filling Services at the quoted rate not to exceed \$24,000.00.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN

Village Staff Member

Interim Village Administrator

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

AFFIDAVIT OF PUBLICATION

State of Wisconsin Circuit Court Washington County
PROOF OF PUBLICATION

COPY

Account Name: Richfield, Village of
Telephone Number: 262-628-2260
Address: 4128 Hubertus Road
Hubertus, WI 53033

ACCT Number: 154039

IN THE MATTER OF: Crack & Spot Sealing
AD Number: 96421013
AD Cost: 16.54



NOTICE OF CONTRACTS VILLAGE OF RICH- FIELD

PLEASE TAKE NOTICE:
Notice is hereby given
that the Village of Rich-
field is expected to exe-
cute a contract for crack
sealing/spot sealing as
early as one week after
this publication. The esti-
mated cost for the con-
tract is expected to be be-
tween \$5,000 and
\$25,000 and does not re-
quire the solicitation of
bids per WI Statutes Sec.
61.55. For more informa-
tion please contact Mike
Gauthier, Public Works
Superintendent, at (262)-
628-2260, ext 118.
Dated this June 17, 2014
Publication Dates:
June 26th, 2014
Jim Healy
Assistant to the Village
Administrator
Planning and Zoning Ad-
ministrator
Village of Richfield
4128 Hubertus Road
Hubertus, WI 53033
(262)-628-2260

DN 6/26/14 WNAXLP

I, Cindy Shaske, being sworn, state:

I am the billing coordinator of the Daily News, a public newspaper of general circulation, printed and published in the English language in the City of West Bend, in Washington County, Wisconsin, and fully complying with the laws of Wisconsin relating to the publication of legal notices.

The notice, of which a printed copy attached hereto, is a true copy taken from the newspaper as published on the following dates.

6/26/2014

Signed: _____

CLS

Cindy Shaske, Billing Coordinator

STATE OF WISCONSIN
WASHINGTON COUNTY

SS.

Personally came before me, this date of June 26, 2014
the above named Cindy Shaske to me known to be the person who executed
the foregoing instrument and acknowledged the same.

Signed: _____

Sherry Vorpahl
Sherry Vorpahl

Notary Public, Wisconsin

SHERRY VORPAHL
Notary Public
State of Wisconsin

My Commission expires: 3/14/2018

2014 Crack Filling Program

Butt joints from the 2014 HIP Program

Willow Creek from Colgate Rd to Scenic Rd

Hubertus Rd from Mayfield Rd to Town Line Rd

Subdivisions:

Riverview Dr

Maple Grove

Jordan Circle

Wolf Run Preserve

Roads:

Scenic Rd from Hubertus Rd to Hwy 167

Crack fill and Spot Seal depressed cracks to improve driveability

Hillside Rd from Elmwood Rd to Pleasant Hill Rd

Village of Richfield

2014 Crack Sealing Bid Form

\$1.25 Per Pound Crack Seal Applied

\$1.25 Per Pound Spot Seal Applied

Contractor: Crack Filling Service, Corp.

Address: 4033 Barlow Road, Cross Plains, WI 53528

Phone: 608-798-3714

Contact Person: Loveday Herrling, Jeff Herrling cell 608-220-6422

Signature: Loveday A. Herrling Date: 7/3/14

The Village reserves the right to reject any and all bids.

The Village reserves the right to increase or decrease quantities and add or delete roads for budget purposes.

Fill out, sign and return this bid form along with bid bond and references in a sealed envelope no later than 10 a.m. on July 15th, 2014.

Mark lower left corner of envelope "Sealed Bid, Crack Sealing".



Crack Filling Service, Corp.

4033 Barlow Road

Cross Plains, WI 53528

1-800-732-4379

Fax (608) 798-4379

Pioneers in crack routing and rubberized sealants

Village of Richfield
4128 Hubertus Road
Hubertus, WI 53033

7/7/2014

2014 Crack Sealing Bid – Additional Information

References:

Town of Jackson

Village of Jackson

Town of Saukville

Village of Saukville

Material Specifications

CFS sealant, meets or exceeds ATDM D3405, 6690 specs

Price includes 3 year guarantee

Village of Richfield
2014 Crack Sealing Bid Form

\$____.____ Per Pound Crack Seal Applied

\$____.____ Per Pound Spot Seal Applied

Contractor: _____

Address: _____

Phone: _____

Contact Person: _____

Signature: _____ Date: _____

The Village reserves the right to reject any and all bids.

The Village reserves the right to increase or decrease quantities and add or delete roads for budget purposes.

Fill out, sign and return this bid form along with bid bond and references in a sealed envelope no later than 10 a.m. on July 15th, 2014.

Mark lower left corner of envelope "Sealed Bid, Crack Sealing".



Village of Richfield

Crack Sealing Bid Information

The Village of Richfield, Washington County, Wisconsin is accepting sealed bids for crack sealing and spot sealing applied to various Village roads. Sealed bids are due at the Richfield Village Hall, 4128 Hubertus Road, Hubertus, WI 53033 no later than 10 a.m. on July 15th, 2014. At this time all bids will be opened and publicly read. Bids will be considered at the July 24, 2014 Village Board meeting. Contract documents including the terms and conditions of submitting bids, plan specifications, proposal forms and other necessary documents are on file at Village Hall. A Certificate of Liability Insurance and a performance bond shall be required of the successful bidder. Proposals must be submitted by bidders on a form supplied by the Village. The Village reserves the right to reject any and all bids. The Village reserves the right to increase or decrease quantities and add or delete roads for budgetary purposes.

All questions should be directed to the Village of Richfield Public Works Supervisor, Mike Gauthier at (262)-628-2260.

Faxed and e-mailed bids will not be accepted.



Village of Richfield

2014 Crack Sealing Project

General Information

- Furnish all labor, equipment and material to apply crack sealant to various Village roads.

Specifications for Crack sealing

- Melter heating system is thermostatically controlled.
- Temperature gauges are calibrated and checked for accuracy.
- Proper wand tips are used for desired applications.
- Crack routers/cutters are in good working order.
- Crack sealing material shall be elastic-type, hot poured joint sealer that meets or exceeds state standards.
- Crack sealing materials shall be heated on the job, not to exceed 410F degrees.
- All cracks must be cut to a width of one and one quarter inch (1 ¼) and three quarter (¾) inches deep.
- All cracks shall be blown clean with at least 80 P.S.I. of air pressure, pre-heated and filled level to the surface with crack sealing material. Application shall not begin if moisture is present on the surface or inside the crack.
- Traffic shall not be permitted to cross sealant for a time period no less than ten minutes from the time sealant has been applied.
- Contractor shall provide traffic control, install and maintain adequate work zone construction signage and warning devices to the extent necessary. Signs and devices shall be in place prior to and during the duration of the project. Work zone signage and warning devices for construction shall be in accordance with the manual on uniform traffic control devices (MUTCD). The Village will issue a "Stop Work" order on the project for non-compliance.
- Crack sealant shall be applied so that the crack is flush filled immediately following application and a thin over-band of sealant extends approximately 25mm beyond the edges of the crack. Excess crack sealant shall be removed from the pavement surface

immediately following application. Removal shall involve the use of a squeegee, starting from the centerline and proceeding to the shoulder.

Specifications for Spot Seal and Leveling

- Where necessary, cracks shall be sealed in accordance with aforementioned procedure prior to spot seal.
- Cover area to be spot sealed with rubberized sealant capable of accepting pre-coated chips.
- Squeegee with wide squeegee capable of leveling depressed cracks
- Blow chips pre-coated with asphalt into sealant. Chips shall be 3/8 inch sieve

Addendum

- The Village, at its discretion, may appoint an employee to be on site to inspect all work completed under this contract.
- Contractor must provide at least a (3) year guarantee on all work done under this contract.
- 24 hour notice must be given to residents prior to crack sealing via traffic control signs
- No work may be done before 7:00 a.m. or after 8:00 p.m. on any subdivision street.
- Contractor must provide notification of where and when work will be done each day.
- Contractor must provide written warranty information (include with bid).
- Contractor must provide material specifications to be used (include with bid).

Settlement Schedule

Contractors shall submit itemized invoices listing each road or location separately. Actual quantities shall be submitted in feet. Contractors shall be prepared to submit sufficient field data and records to the Village, upon request, to substantiate their invoices should a discrepancy arise.

Full payment will be made within 30 days after completion, provided the work has been completed to a high level of satisfaction deemed acceptable to the Village.

Questions regarding this project can be directed to Mike Gauthier, Public Works Supervisor at (262)-628-2260.

Village of Richfield

Crack Sealing/Spot Sealing Bid Information

1. The successful bidder shall comply with any applicable state laws governing prevailing wage rates.
2. Bidders are strongly encouraged to make an on-site investigation for the project and to consult with the Public Works Supervisor concerning any of the physical facts.
3. If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the specifications or other proposed agreements, they may submit to the Planner or Public Works Supervisor a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the specifications or other proposal agreements will be made only by an addendum duly issued. A copy of such addendum will be mailed or delivered to each person receiving a set of such specifications and to such other prospective bidders as shall have requested that they be furnished a copy of each addendum. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of proposals will not be grounds for withdrawal of proposal.
4. A proposal made by a corporation must be signed in a legal manner in the name of the corporation, by an officer whose name and title shall be stated, or by some other authorized representative of the corporation submitting the proposal. The corporation's official address must also be stated.
5. A bid bond, certified check payable to the Village of Richfield, or a cash deposit in the amount of \$1,000, shall accompany each proposal. Bids may not be withdrawn for a period of forty-five (45) days.

6. During the period of examination of proposals, the Village may require any bidder to file within forty-eight (48) hours, a full and complete statement sworn before an officer authorized by law to administer oaths, of financial ability, equipment, experience in the work prescribed in this contract, and of such other matters as the Village may require for the protection and welfare of the public in the performance of this contract.
7. Within seventy-two (72) hours of receipt of the Notice of Award of Contract, but before the work covered by this contract is started, the successful bidder shall file with the Public Works and Parks Superintendent evidence that it has, in effect, liability insurance with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate. Worker's compensation with employer liability limits of \$1,000,000/\$500,000/\$100,000. Automobile liability limits of \$500,000 with a \$1,000,000 umbrella.
8. Within seventy-two (72) hours of receipt of the Notice of Award of Contract, but before work covered by this contract is started, the successful bidder shall file with the Public Works Supervisor a performance bond written by a licensed surety company in an amount equal to cover the total estimated cost of work covered by this contract as security for the faithful performance of the contract. The form of said bond and surety shall be approved by the Village Administrator, at the Administrator's sole discretion and the contractor shall pay the cost of said bond.
9. The successful bidder shall, as a condition of this contract, hold the Village harmless from any liability or claim arising out of the performance of the work awarded by this contract.
10. Projects not completed on or before October 15th, 2013 will be subject to a \$1,000 per day penalty.
11. In the event weather forces a delay in completion of the project, the contractor may request an extension in writing. The Village is not obligated to grant the extension, but at its discretion in writing may grant an extension upon mutual agreement with the contractor.
12. Terms of settlement of the contract shall be agreed upon at the signing of the contract.
13. A representative of the successful bidder will be required to attend a pre-construction meeting prior to commencing work.
14. Contractor shall supply a list of (4) project including contact information for work completed around southeastern Wisconsin, excluding parking lots. Roads selected shall have gone through at least (3) winter seasons. (include list with sealed bid)

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VILLAGE OF RICHFIELD

VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: July 24, 2014

SUBJECT: 2014 Update to Village Park and Fire Impact Fees
DATE SUBMITTED: July 23, 2014
SUBMITTED BY: Jim Healy, Interim Village Administrator

POLICY QUESTION:

SHOULD THE VILLAGE BOARD AUTHORIZE THE INTERIM VILLAGE ADMINISTRATOR TO EXECUTE A CONTRACT FOR PROFESSIONAL SERVICES RELATING TO THE UPDATING OF THE VILLAGE'S PARK AND FIRE IMPACT FEES?

ISSUE SUMMARY:

One of the most important functions of local government is to provide for the planning, design, construction, and maintenance of public facilities, roads, and parks needed to serve land development. Along with this function comes the responsibility to finance these public facilities in a manner that is fiscally sound, equitable, and affordable to residents and taxpayers.

Since the future residents and property owners who will use the excess capacity are not part of the community during the construction of such public facilities, existing residents and property owners may bear more than a proportionate share of the cost of facilities needed for new development. In order to distribute costs more fairly and make new development "pay its own way", municipalities have long imposed a variety of fees on new development. In 1994, Wisconsin Statutes 66.55 (now 66.0617) was created to give local municipalities the authority to recover the costs of providing both on-site and off-site public infrastructure needed to serve new land development through the collection of impact fees at the time of development.

The Village (Town) has conducted two recent studies of their impact fee collection system, with the most recent being in 2006 and 2009. Both times the hired contractor, Ruekert-Mielke of Waukesha, conducted the study. Since 2009 the Village has undergone a lot of changes and more recently, we have adopted the Village's updated Comprehensive Plan and the Park Commission has made a formal recommendation to the Board regarding the adoption of our five year Comprehensive Park and Open Space Plan. Any study related to the provision of financing of municipal facilities for a given geographic area requires knowledge of the existing setting and forecasts of future conditions. The conditions related to an impact fee study includes primarily the existing and planned land use and development patterns and the existing and forecasted demographic characteristics of the resident population of the planning area. Knowledge of these conditions assist in determining the existing and future demand for public facilities, the adequacy of the municipality's existing facilities, and the cost of providing facilities for current and future development.

As previously mentioned, the last time the Village updated their impact fees was in 2009. A best practice in municipal administration is to update these fees every 3-5 years. In preparation of this update, Village Staff received quotes from three contractors, Trilogy Consulting, Ruekert-Mielke, and Ehlers Inc. Of these bidders, Ehlers gave us the lowest "cost not to exceed" price of \$7,500. Ruekert-Mielke was asked to give the same 'cost not to exceed' price but they declined to submit a revised quote.

Firm	Cost
Ehlers, Inc.	\$7,500
Ruekert-Mielke	\$5,500-9,000
Trilogy Consulting, LLC	\$9,975



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: July 24, 2014

SUBJECT: 2014 Update to Village Park and Fire Impact Fees
DATE SUBMITTED: July 23, 2014
SUBMITTED BY: Jim Healy, Interim Village Administrator

FISCAL IMPACT:

REVIEWED BY:

Village Deputy Treasurer

Initial Project Costs: \$7,500
Future Ongoing Costs: N/A
Physical Impact (on people/space): N/A
Residual or Support/Overhead/Fringe Costs: N/A

ATTACHMENTS:

1. Proposal from Ehlers dated April 18, 2014

STAFF RECOMMENDATION:

Motion to direct the Interim Village Administrator to retain the services of Ehlers Inc., at the quoted rate not to exceed \$7,500.

APPROVED FOR SUBMITTAL BY:

Village Staff Member

Interim Village Administrator

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____



April 18, 2014

Sent Via Email

Mr. Jim Healy
Interim Village Administrator
4128 Hubertus Road
Hubertus, WI 53033

RE: Proposal to Update Fire and Parks Impact Fees

Dear Jim:

Ehlers is pleased to provide the Village with this proposal to update the Village's fire and park impact fees. The Village initially adopted both impact fees in 2006 and updated the fire impact fee in 2009. Since that time the Village has adopted a new Comprehensive Park, Outdoor Recreation and Open Space Plan (CORP), has gotten closer to moving forward with a new fire station and as such has better cost and spacing needs information than what was previously available, and is in the process of completing an update to its Comprehensive Plan. The purpose of this study will be to update both impact fees with the most recent facility cost, land use and population projection data.

The Scope of Services for this project will consist of the following:

1. Project kickoff meeting
 - a. Prior to the kickoff meeting we will request and review the following:
 - i. The 2006 impact fee study and 2009 impact fee update to fire facilities.
 - ii. Any available cost and spacing information for new fire facilities.
 - iii. The updated Comprehensive Plan for the Village.
 - iv. The newly adopted CORP study (have this document).
 - v. A listing of parks projects from the 2006 impact fee study that have been completed to date and the updated cost of those projects. For projects listed in the 2006 impact fee study not yet completed, a listing of whether the projects will be completed, and the approximate timing of completion and updated cost estimates for completion.
 - vi. The amount of impact fees collected to date for both fire and parks facilities by year, if available, since 2006.
 - vii. The current impact fee ordinance (have this document).
 - b. We will meet with Village staff and officials to discuss the timing and cost of parks and fire facilities. For park facilities we will discuss the projects contained in the original impact fee study, identify whether those projects have been completed or not, and which projects listed in the new CORP document to include in the park impact fee update.
 - c. We will also discuss the timing of the completion of the impact fee study and procedures for adopting the new fees.
2. Update Public Facilities Needs Assessment and Impact Fee Study
 - a. We will update the impact fee studies based upon the information gathered in step 1 above. The update will consist of:
 - i. revising population and land use growth assumptions for a designated planning period,
 - ii. updating the list of existing facilities,

www.ehlers-inc.com

- iii. Updating the service level standards for parks and fire services,
- iv. Updating the list of future facilities for parks and fire facilities and calculating the deficiency/growth percentage allocations for both service areas,
- v. Calculating new impact fees for parks and fire facilities for all applicable land use types,
- vi. Preparing a new impact fee study report document that meets the statutory requirements of State Statute 66.0617 for adoption by the Village Board.
 - 1. We will provide an electronic copy of the report in a PDF and MS Word and Excel format, and as many hard copies of the final report as the Village desires.

3. Impact Fee Adoption


- a. We will attend one meeting of the Village Board to present the updated impact fee and answer questions on the document.
- b. We will assist the Village and the Village attorney in preparing any necessary updates to the impact fee ordinance.
- c. We will assist the Village in preparing the applicable public hearing notices and attend the required public hearing for the adoption of the new impact fees.

We estimate a cost of \$7,500 to complete the scope of services listed above. This cost includes attendance at all meetings listed above, and cost for any report materials. Any additional meetings or services outside the scope of those listed in the scope of services can be provided to the Village at our standard hourly rate of \$200.

Please call me with any questions on the proposal document at 262-796-6179. If this proposal is acceptable to you, please sign the second page of this letter and return one executed copy to our office.

Sincerely,

EHLERS & ASSOCIATES, INC.



Jonathan P. Cameron
Financial Advisor

Cc: Todd Taves, Ehlers
Jim Mann, Ehlers

ACCEPTED BY
VILLAGE OF RICHFIELD:

Name/Title

Date

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VILLAGE OF RICHFIELD MEMO

DATE: JULY 18, 2014
TO: DEPARTMENT HEADS & VILLAGE BOARD
FROM: JIM HEALY, INTERIM VILLAGE ADMINISTRATOR
RE: 2015 BUDGET PROCESS

The 2015 annual budget process will be an exciting and influential year for the Village of Richfield Budget team. Since 2008, the Village has worked to update the annual budget bringing it more in line with generally accepted *Government Finance Officers Association* (GFOA) standards. As interim Village Administrator, I will still continue to respond to both internal and external calls to increase the level of transparency in our public budget process and find ways to meet the needs and priorities of our citizens in the most efficient and effective manner possible. For the first time in the Village's history, our goal is to produce a true 'Citizen's Budget', which will serve as a written commitment to presenting our most important annual document in a manner that is both understandable and accessible to the general public.

The GFOA established this Budget Awards Program, which we intend to apply for, to encourage and assist state and local governments in the preparation of budget documents which reflect the guidelines established by the National Advisory Council on State and Local Budgeting and the GFOA's 'best practices' on budgeting. Documents submitted are reviewed by practicing public-sector budgeting professionals as well as GFOA staff. In April of 2014, Administrative Services Coordinator Schmitt was named to the National GFOA Budget Review Team, having already reviewed municipal budgets in both Pennsylvania and New York. Her knowledge, experience, and insight in this regard will be an invaluable asset as we prepare the document itself.

In 2013, the Village's budget received statewide attention and was acknowledged by the League of Wisconsin Municipalities as being a superlative example of municipal line item budgeting. Given the strides we've made thus far and various modifications that will be made in the upcoming cycle, Staff is optimistic that our submittal of the 2014 Village of Richfield Budget will yield serious consideration for the prestigious 'GFOA Distinguished Budget Award'.

The biggest planned improvement to this years' budget document will involve bolstered efforts in trends and forecasting. By looking at costs over a longer period of time, we believe we will be able to more accurately predict the expenses and revenues for the upcoming year more precisely. While this has been done for years at a Staff level, only the last two years have ever been included in the final budget document for the public to view. By using these types of forecasting techniques we hope to ensure that above or below average costs (outliers) do not sway our budget numbers and that our citizens have a greater understanding of how our annual departmental figures are determined.

Over the last four (4) years I have been an active participant in the Village's budgetary process and this year I look forward to the opportunity to work with Staff to prepare and present our 2015 Annual Budget. At any time during this process if you have any questions, comments, or concerns, please do not hesitate to contact me at your earliest convenience. Together, I am confident we can continue to move the Village "*Forward...Preserving...A Country Way of Life!*"

JRH

<i>June 17th</i>	<i>Budget team meets to discuss goals and objectives for budget improvements</i>
<i>July 28th</i>	<i>Budget team presents goals and objectives for budget improvements, and distributes budget spreadsheets to Department heads.</i>
<i>August 15th</i>	<i>Department Heads first drafts given to Administrator.</i>
<i>August 29th</i>	<i>Administrator and Treasurer distribute first budget draft to staff.</i>
<i>September 1st</i>	<i>Budget team presents entire budget rough draft to staff.</i>
<i>September 23rd</i>	<i>Budget workshop #1.</i>
<i>September 30th</i>	<i>Budget workshop #2.</i>
<i>October 9th</i>	<i>Budget workshop #3 (if needed).</i>
<i>October 10th</i>	<i>Goals, Objectives, and Accomplishments to Administrative Services Coordinator for budget updates.</i>
<i>November 3th</i>	<i>Budget document printed copies completed.</i>
<i>November 6th</i>	<i>Budget posting.</i>
<i>Thursday, November 20</i>	<i>Tentative date for official public budget hearing and final budget approval</i>